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NEW DELHI, SATURDAY, JULY 17, 1999/ASADHA 26, 1921

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क आयुक्तालय
कानपुर, 5 अप्रैल, 1999
सीमा शुल्क

MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE COMMISSIONER,
CENTRAL EXCISE

Kanpur, the 5th April, 1999

CUSTOMS

का. आ. 1985.—सीमा शुल्क अधिनियम 1962 की धारा 152 के खण्ड (क) के अन्तर्गत भारत सरकार वित्त मंत्रालय राजस्व विभाग नई दिल्ली की अधिसूचना संख्या 33/94—सीमा शुल्क (एन. टी.) दिनांक 1 जुलाई 1994 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, मैं परवीन तलहा आयुक्त सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क कानपुर-II, एतद्द्वारा गोदाम संख्या 2 ग्राम असरौली एटा अलीगढ़ रोड जनपद एटा (उत्तर प्रदेश) को सीमा-शुल्क अधिनियम 1962 की धारा 9 के अन्तर्गत वेयर-हाउसिंग स्टेशन घोषित करती है।

[सं. 1/99—सीमाशुल्क (एन. टी.)]
परवीन तलहा, आयुक्त

S.O. 1985.—In exercise of the powers conferred vide Notification No. 33/94-CUS(NT), dated the 1st July, 1994 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under clause (a) of Section 152 of the Customs Act 1962, I, Parveen Talha, Commissioner of Customs & Central Excise, Kanpur-II hereby declare Godown No. 2 at Village Asrauli on Etah-Aligarh Road, Distt. Etah, U.P. to be a Warehousing Station under Section 9 of the Customs Act, 1962.

[No. 1/99-CUSTOMS (NT)]
PARVEEN TALHA, Commissioner

नई दिल्ली, 25 जून, 1999

(आयकर)

का.आ. 1986.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्-द्वारा "जवाहर लाल नेहरू हाकी टूर्नामेंट सोसायटी, नई दिल्ली" को 1998-99 से 2000-2001 तक के कर-निर्धारण वर्षों के लिये निम्नलिखित शर्तों के अध्याधीन रहते हुए उक्त खण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर-निर्धारिती उगकी आय का हस्तेमाल अथवा उसकी आय का हस्तेमाल करने के लिये उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा-संगोहित धारा 11 की उपधारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है ;
- (2) कर-निर्धारिती ऊपर-उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जबकि-जवाहिरगत फर्निचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खण्ड (23) के तीसरे परन्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाये, के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (3) कर निर्धारिती अपने मदद्यों को किसी भी तरीके से अपनी आय के किसी भाग का संचितरण अपने से संबद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा, और
- (4) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जानी हो।

[अधिसूचना सं. 10970/का.सं. 196/7/99-आयकर नि.-I]

समर भद्र, अवर सचिव

New Delhi, the 25th June, 1999

(INCOME-TAX)

S.O. S.O. 1986.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Jawaharlal Nehru Hockey Tournament Society, New Delhi" for the purpose of the said clause for assessment years 1998-99 to 2000-2001 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-section (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11.
- (iii) the assessee will not distribute any part of income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business.

[Notification No. 10970/F. No. 196/7/99-ITA-I]
SAMAR BHADRA, Under Secy.

नई दिल्ली 25 जून, 1999

(आयकर)

का.आ. 1987.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्-द्वारा "बृहन्मंबई क्रीडा आनि ललितकला प्रतिष्ठान, मुंबई" को 1998-99 से 2000-2001 तक के कर-निर्धारण वर्षों के लिये निम्नलिखित शर्तों के अध्याधीन रहते हुए उक्त खण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर-निर्धारिती उसकी आयकर हस्तेमाल अथवा उसकी आय का हस्तेमाल करने के लिये उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा-संगोहित धारा 11 की उपधारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है ;

(2) कर निर्धारितो ऊपर-उल्लिखित कर निर्धारण वर्ष से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक दंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खण्ड (23) के तीसरे परन्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाये, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।

(3) कर निर्धारितो अपने सधस्यों को किसी भी तरीके से अपनी आय के किसी भाग का संचितरण अपने से संबद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा, और

(4) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारितो के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 10971/का.स 193/4/99-आ.नि.-1]

समर भद्र, अवर सचिव

New Delhi, the 25th June, 1999

(INCOME TAX)

S.O. 1987.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Brihanmumbai Kreedha Ani Lalitkala Pratisthan, Mumbai" for the purpose of the said clause for assessment years 1998-99 to 2000-2001 subject to the following conditions, namely:—

(i) the assessee will apply its income, or accumulate it for application, in conformance with the provisions of sub-section (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;

(ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous year(s) relevant to the assessment year(s) mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11.

(iii) the assessee will not distribute any part of income in any manner to its members except as grants to any association or institution affiliated to it; and

(iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 10971/F. No. 196/4/99-ITA-I]

SAMAR BHADRA, Under Secy.

नई दिल्ली, 5 जुलाई, 1999

(आयकर)

का.आ. 1988 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एन.द्वारा "द चर्च आफ माऊथ इंडिया ट्रस्ट एसोसिएशन, चेन्नई" को कर निर्धारण वर्ष 1998-99 से 2000-2001 तक के लिये निम्नलिखित शर्तों के अधधीन रहते हुए उक्त उप खण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

(1) कर-निर्धारितो उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिये उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है ;

(2) कर निर्धारितो ऊपर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक दंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा,

(3) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो, जब तक कि ऐसा कारोबार उक्त कर-निर्धारितो के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 10988/पा.स 197/59/99-आ.क.नि.-1]

समर भद्र, अवर सचिव

New Delhi, the 5th July, 1999

(INCOME-TAX)

S.O. 1988.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Church of South India Trust Association, Chennai" for the purpose of the said sub-clause for the assessment years 1998-99 to 2000-2001 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc. for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11.
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business in incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 10988/F. No. 197/59/99-ITA-I]
SAMAR BHADRA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 8 जुलाई, 1999

का.ग्रा. 1989—सर्वसाधारण की जानकारी के लिये यह अधिसूचित किया जाता है कि आयकर अधिनियम, 1961 की धारा 36(1)(viii) के प्रयोजनार्थ कर निर्धारण वर्ष 1999-2000 के लिये देश में औद्योगिक विकास के लिये दीर्घकालिक वित्त व्यवस्था जुटाने के कार्य में लगा मेसर्स पावर फाइनेंस कारपोरेशन लि., नई दिल्ली को केन्द्रीय सरकार द्वारा एक निगम के रूप में अनुमोदित किया गया है।

[अधिसूचना सं. 10998 फा.सं. 204/22/97-आयकर नि०-11]
के.सी. वाण्येय, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 8th July, 1999

S.O. 1989.—It is notified for general information that M/s. Power Finance Corporation Ltd., New Delhi, has been approved by the Central Government as a Corporation engaged for providing long-term finance for industrial development in the country for the purposes of section 36(1)(viii) of the Income-tax Act, 1961, for the assessment year 1999-2000.

[Notification No. 10998/F. No. 204/22/97/ITA-II]
KAMLESH C. VARSHNEY, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 6 जुलाई, 1999

का.ग्रा. 1990.—भारतीय बैंक रिजर्व अधिनियम, 1934 (1934 का 2) की धारा 17 की उपधारा (4-खख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, मात वित्तीय संस्थानों यथा टाटा फाइनेंस सर्वोयोरटिस लिमिटेड, सीएट फाइनेंशियल सर्विस लिमिटेड, जे पी मोरगन सर्वोयोरटिस इण्डिया प्राइवेट लिमिटेड, ए बी एन ए एम ग्रार ओ सर्वोयोरटिस (इण्डिया) प्राइवेट लिमिटेड डब्ल्यू सर्वोयोरटिस (इण्डिया) प्राइवेट लिमिटेड, डी एस पी मैरिल लिन्च लिमिटेड एवं कोटक महिन्द्रा कैपिटल कम्पनी (असीमित देयता वाली कम्पनी), जो कम्पनी अधिनियम, 1956 (1956 का 1) के अन्तर्गत पंजीकृत कम्पनियां हैं, को उक्त उप-धारा के प्रयोजन के लिये अधिसूचित करती है।

[फा०सं. 15/5/99-बी ओ ए]

बी.आ. नारायणन, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 6th July, 1999

S.O. 1990.—In exercise of the powers conferred by sub-section (4BB) of Section 17 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies the seven financial institutions known as Tata Finance Securities Ltd., Ceat Financial Services Ltd., J. P. Morgan Securities India Private Ltd., ABN AMRO Securities (India) Private Ltd., Deutsche Securities (India) Private Ltd., DSP Merrill Lynch Ltd. and Kotak Mahindra Capital Company (Company with unlimited liability), all being companies registered under the Companies Act, 1956 (1 of 1956) for the purpose of the said sub-section.

[F. No. 15/5/99-BOA]

B. A. NARAYANAN, Under Secy.

नई दिल्ली, 2 जुलाई, 1999

का. ग्रा. 1991.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्द्वारा, भारतीय रिजर्व बैंक, मुम्बई के निरीक्षण विभाग लेके मुख्य महाप्रबंधक, श्री चन्द्र किशोर को, श्री एस. के. गुप्ता के स्थान पर, तत्काल प्रभाव से और अगले आदेशों तक पंजाब एण्ड सिंध बैंक के निदेशक के रूप में नामित करती है।

[एफ. सं. 9/6/98-बी.ओ.-1]

के. के. मंगल, अवर सचिव

New Delhi, the 2nd July, 1999

S.O. 1991.—In exercise of the powers conferred by clause (C) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Shri Chandra Kishore, Chief General Manager, Inspection Department, Reserve Bank of India, Mumbai as a Director of the Punjab & Sind Bank with immediate effect and until further orders vice Shri S. K. Gupta.

[F. No. 9/6/98-B.O.I.]

K. K. MANGAL, Under Secy.

नई दिल्ली, 2 जुलाई, 1999

का. आ. 1992.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (ड) के मद (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कोटक महिन्द्रा कैपिटल कंपनी (अनलिमिटेड), डी एस पी मेरिल लिन्च लि. तथा इयट्स सिक्यूरिटीज (इण्डिया) प्रा. लि. नामक सत्ताओं को जो कि कंपनी अधिनियम 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत हैं, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्थाओं के रूप में अधिसूचित करती है।

[फा. सं. 15/7/99-बी ओ ए (i)]

बी. ए. नारायणन, अवर सचिव

New Delhi, the 2nd July, 1999

S.O. 1992.—In exercise of the powers conferred by item (v) of clause (e) of Explanation to sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies as financial institutions the entities known as Kotak Mahindra Capital Company (Unlimited), DSP Merrill Lynch Ltd. and Deutsche Securities (India) Private Ltd. being companies registered under the Companies Act, 1956 (1 of 1956) for the purpose of the aforesaid clause.

[F. No. 15/7/99-BOA (i)]

B. A. NARAYANAN, Under Secy.

नई दिल्ली, 2 जुलाई, 1999

का. आ. 1993.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उपधारा (1) की व्याख्या के खण्ड (ख) के मद (VI) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कोटक महिन्द्रा कैपिटल कंपनी (अनलिमिटेड), डी एस पी मेरिल लिन्च लि. तथा इयट्स सिक्यूरिटीज (इण्डिया) प्रा. लि. नामक सत्ताओं को, जो कि कंपनी अधिनियम 1956 (1956 का 1) के अंतर्गत कंपनी के रूप में पंजीकृत हैं, को पूर्वोक्त खण्ड के उद्देश्य के लिए वित्तीय संस्थाओं के रूप में अधिसूचित करती है।

[फा. सं. 15/7/99-बी ओ ए (ii)]

बी. ए. नारायणन, अवर सचिव

New Delhi, the 2nd July, 1999

S.O. 1993.—In exercise of the powers conferred by item (vi) of clause (d) of Explanation to sub-section (1) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby notifies as financial institutions the entities known as Kotak Mahindra Capital Company (Unlimited), DSP Merrill Lynch Ltd. being companies registered under the Companies Act, 1956 (1 of 1956) for the purpose of the aforesaid clause.

[F. No. 15/7/99-BOA (ii)]

B. A. NARAYANAN, Under Secy.

नई दिल्ली, 2 जुलाई, 1999

का. आ. 1994.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के खण्ड (अ) के साथ पठित धारा 18 की उपधारा (1) की व्याख्या के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, कोटक महिन्द्रा कैपिटल कंपनी (अनलिमिटेड), डी एस पी मेरिल लायंच लि. और इयट्स सिक्यूरिटीज (इण्डिया) प्रा. लि. के नाम से ज्ञात सत्ताओं, जो कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत पंजीकृत कंपनियां हैं, को पूर्वोक्त खंड के उद्देश्य से वित्तीय संस्थाओं के रूप में अधिसूचित करती है।

[फा. सं. 15/7/99-बी ओ ए (iii)]

बी. ए. नारायणन, अवर सचिव

New Delhi, the 2nd July, 1999

S.O. 1994.—In exercise of the powers conferred by clause (d) of Explanation to sub-section (1) of Section 18 read with clause (j) of Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby notifies as financial institutions the entities known as Kotak Mahindra Capital Company (Unlimited), DSP Merrill Lynch Ltd. and Deutsche Securities (India) Private Ltd. being companies registered under the Companies Act, 1956 (1 of 1956) for the purpose of the aforesaid clause.

[F. No. 15/7/99-BOA (iii)]

B. A. NARAYANAN, Under Secy.

नई दिल्ली, 5 जुलाई, 1999

का. आ. 1995.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिशों पर, एतद्वारा, घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियां) नियमावली, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबन्ध भारतीय कृषक सहकारी बैंक लिमिटेड, नई दिल्ली पर, जहां तक समाचार पत्र में लेखा परीक्षक रिपोर्ट सहित उनके 31-3-98 की समाप्त वर्ष के तुलन पत्र एवं लाभ तथा हानि लेख के प्रकाशन का संबंध है, लागू नहीं होंगे।

[सं. 1(8)/99-ए.सी.]

एच.के. आहिर, अवर सचिव

New Delhi, the 5th July, 1999

S.O. 1995.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies Rules 1966 shall not apply to the Farmer's Co-operative Bank of India Ltd., New Delhi in so far as they relate to the publication of their balance sheet and profit and loss account for the year ended 31st March, 1998 with the auditor's report in the newspaper

[No. 1(8)/99-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 5 जुलाई, 1999

का.आ. 1996—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियाँ) नियमावली, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबन्ध, यादगिरि लक्ष्मी नरसिम्हा स्वामी को-ऑपरेटिव ग्रामन बैंक लिमिटेड, भोंगीर पर, जहाँ तक समाचार पत्र में लेखा परीक्षक रिपोर्ट सहित उनके 31 मार्च, 1998 की समाप्त वर्ष के तुलन पत्र एवं लाभ, हानि लेखों के प्रकाशन का संबंध है, लागू नहीं होंगे।

[सं. 1(12)/99-ए सी]

एस.के. ठाकुर, अवर सचिव

New Delhi, the 5th July, 1999

S.O. 1996.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies Rules 1966 shall not apply to The Yadagiri Lakshmi Narsimha Swamy Co-operative Urban Bank Ltd., Bhongir, in so far as they relate to the publication of their balance sheet and profit and loss account for the year ended 31st March, 1998 with the auditor's report in the newspaper.

[No. 1(12)/99-AC]

S. K. THAKUR, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 1 जुलाई, 1999

का. आ. 1997.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की

उप-धारा (1) के खण्ड (क) का अनुसरण करते हुए और उड़ीसा सरकार से परामर्श करके केन्द्र सरकार ने डा. एस. एन. मिश्र प्रोफेसर और विभागाध्यक्ष, हृदय शल्य चिकित्सा, एम. के. सी. जी. मेडिकल कालेज, बरहामपुर को 10 अगस्त, 1999 से भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में नामनिर्दिष्ट किया है।

अतः अब उक्त अधिनियम की धारा 3 की उप धारा (1) के उपबंधों के अनुसरण में केन्द्र सरकार, भारत सरकार के स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. सं. 138 में एतद्वारा निम्नलिखित और संशोधन करती है ; अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उप धारा (1) के खण्ड (क) के अंतर्गत नामनिर्दिष्ट शीर्षक के अंतर्गत क्रम संख्या 1 तथा उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी : अर्थात् :—

"1. डा. एस. एन. मिश्र,
प्रोफेसर और विभागाध्यक्ष,
हृदय शल्यचिकित्सा,
एम. के. सी. जी. मेडिकल कालेज, बरहामपुर।"

[संख्या बी.-11013/15/99-एम ई (यू जी)]

एस. के. मिश्र, डैस्क अधिकारी

पाठ टिप्पण — मुख्य अधिसूचना भारत के राजपत्र में दिनांक 9 जनवरी 1960 की अधिसूचना संख्या का. आ. 138 के द्वारा प्रकाशित की गई थी।

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 1st July, 1999

S.O. 1997.—Whereas the Central Government in pursuance of clause (a) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Orissa have nominated Dr. S. N. Mishra, Prof. and HOD, Cardiothoracic Surgery, M. K. C. G. Medical College, Berhampur to be a member of Medical Council of India from 10th August, 1999.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification S. O. No. 138 of Ministry of Health of the Government of India dated the 9th January, 1960, namely :—

In the said notification, under the heading, 'Nominated under Clause (a) of sub-section (1) of Section 3' for serial number 1 and the entries relating thereto, the following shall be substituted, namely :-

1. Dr. S. N. Mishra,
Prof. and HOD,

Department of Cardiothoracic Surgery,

M.K.C.G. Medical College, Behrampur.

[No. V-11013/15/99-ME (UG)]

S. K. MISHRA, Desk Officer

Foot Notes :—The Principal Notification was published in the Gazette of India, vide notification number S.O. 138, dated the 9th January, 1960.

नई दिल्ली, 1 जुलाई, 1999

का. आ. 1998—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 13 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत का आयुर्विज्ञान परिषद् में परामर्श करने के पश्चात् उक्त अधिनियम की तीसरी अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची के भाग II में, विद्यमान प्रविष्टियों के पश्चात् अन्त में निम्नलिखित जोड़ा जाएगा, अर्थात् :—

“ल्यूरियाइन मेडिसिन एंड सर्जरी,”

यूनीवर्सिता डेजिल स्टुडी डी रोम — ला सैपेन्जा

[सं. वी-11016/3/98-एम ई (यू जी)]

एम. के. मिश्रा, डेस्क अधिकारी

टिप्पण :—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की तीसरी अनुसूची का भाग II भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 के भाग के रूप में भारत के राजपत्र के भाग II, धारा 1 में दिनांक 31 दिसम्बर) 1956 के अंक संख्या 83 के तहत प्रकाशित किया गया था।

New Delhi, the 1st July, 1999

S.O. 1998.—In exercise of the powers conferred by Sub-section (4) of Section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consulting the Medical Council of India hereby makes the following further amendments in the Third Schedule of the said Act, namely :—

In the said Schedule, in Part II, after the existing entries, the following entry shall be added at the end, namely, ‘Laurea in Medicine and Surgery’ Università degli studi di Roma—La Sapienza’.

[No. V-11016/3/98-ME(UG)]

S. K. MISHRA, Desk Officer

Note :—The part II of the Third Schedule to the Indian Medical Council Act, 1956 in Part of 1956) was published as a part of the Indian Medical Council Act, 1956 in part II, Section No. 83, dated the 31st December, 1956.

नई दिल्ली, 2 जुलाई, 1999

का.आ. 1999—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 7 की उपधारा (2) के साथ पठित धारा 3 की उपधारा (1) के खण्ड (ख) के उपबन्धों के अनुपालन में, डा. एस. सीमा, डीन आयुर्विज्ञान संकाय, गुरु नानक देव विश्वविद्यालय, अमृतसर को 4-4-99 से 9-2-2002 तक अर्थात् डा. (श्रीमती) सुदेश खन्ना की बाकी बची अवधि हेतु भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में चुना गया है।

अतः अब उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुपालन में केन्द्र सरकार, भारत सरकार के परवर्ती स्वास्थ्य मंत्रालय की अधिसूचना संख्या का.आ. 138 दिनांक 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, नामतः—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अन्तर्गत क्रम संख्या 15 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ रखी जायेंगी, नामतः—

45, डा. एस.एस. सीमा,

संकायाध्यक्ष,

चिकित्सा विज्ञान संकाय,

गुरु नानक देव विश्वविद्यालय, अमृतसर।

[संख्या वी.-11013/13/99-एम ई (यूजी)]

एम.के. मिश्रा, डेस्क अधिकारी

New Delhi, the 2nd July, 1999

S.O. 1999.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 read with sub-section (2) of Section 7 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. S. S. Cheema, Dean, Faculty of Medical Sciences, Guru Nanak Dev University, Amritsar has been elected by the Senate of Guru Nanak Dev University on 4-4-99 to be a member of Medical Council of India from 4-4-99 upto 9-2-2002, i.e. the remainder of the term of Dr. (Mrs.) Sudesh Khanna.

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the then

Ministry of Health, number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, "Elected under clause (b) of sub-section (1) of section 3" for serial number 45 and the entries relating thereto, the following serial number and entires shall be substituted, namely :—

"45. Dr. S.S. Cheema, Guru Nanak Dev
Dean, University"
Faculty of Medical Sciences,
Guru Nanak Dev University,
Amritsar.

[No. V-11013/13/99-ME(UG)]
S. K. MISHRA, Desk Officer

नई दिल्ली, 2 जुलाई, 1999

का.आ. 2000—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श के पश्चात्, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिनियम की प्रथम अनुसूची में मद्रास विश्व-विद्यालय के सामने मान्यताप्राप्त आयुर्विज्ञान अर्हता और

रजिस्ट्रिकरण के लिये संक्षेपाक्षर के स्तंभ में प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टियों रखी जाएगी, अर्थात् :—

मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रिकरण के लिये संक्षेपाक्षर
रजिस्टर चिरुर्गी (शल्य अर्बुद विद्या)	एम. सी.एच. (शल्य अर्बुद विद्या)
	(यह मान्यता प्राप्त आयुर्विज्ञान अर्हता तब होगी जब वह जनवरी, 1986 के पश्चात् दिसम्बर, 1988 तक प्रदान की गई हो)
डाक्टर आफ मेडिसिन (अर्बुद विद्या)	एम. डी. (अर्बुद विद्या)
	(यह मान्यता प्राप्त आयुर्विज्ञान अर्हता तब होगी जब वह जनवरी, 1986 के पश्चात् दिसम्बर, 1988 तक प्रदान की गई हो)

2. यह अधिसूचना राजपत्र में प्रकाशन की तारीख से प्रवृत्त होगी।

[सं. वी-11015/5/99-एम ई (पंजी)]
एस.के. मिश्रा, डेस्क अधिकारी

New Delhi, the 2nd July, 1999

S.O. 2000.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1955) the Central Government after consultation with the Medical Council of India, hereby makes the following further amendment in the First Schedule to the said Act namely :—

In the First Schedule to the said Act, against the 'Madras University after the existing entries under columns 'Recognised Medical Qualifications' and 'Abbreviation for Registration', the following entries shall be inserted, namely:—

Recognised Medical Qualification	Abbreviation for Registration
"Magistar Chirurgiae (Surgical Oncology)	M. Ch. (Surgical Oncology) (This shall be a recognised medical qualification when granted in or after January, 1986 upto December, 1988)
Doctor of Medicine (Oncology)	D. M. (Oncology). (This shall be a recognised medical qualification) when granted in or after January (1986 upto December, 1988)

2. This notification shall come into force on the date of its publication in the Official Gazette.

[No. V.-11015/5/99-ME(UG)]
S. K. MISHRA., Desk Officer

नई दिल्ली, 6 जुलाई, 1999

का.आ. 2001.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारत : आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्वारा निम्न-लिखित और संशोधन करती है, अर्थात् :—

- (1) "डा. एम.जी.आर. आयुर्विज्ञान विश्वविद्यालय, मद्रास" के सामने "मान्यता-प्राप्त चिकित्सीय अर्हता" कालम में "कायचिकित्सक (वृक्क विज्ञान)", पंजीयन के लिये संक्षेपण कालम में "अप्रैल, 1977 में अथवा इसके बाद" वाले शब्दों एवं अंकों के स्थान पर "मार्च, 1990 में अथवा इसके बाद" शब्द और अंक रख जाएंगे।

- (2) "मद्रास विश्वविद्यालय" के सामने, स्तंभ (2) में "कायचिकित्सक (मनश्चिकित्सा) प्रविष्टि और कालम (3) में उसमें संबंधित प्रविष्टि के बाव निम्नलिखित प्रविष्टियां अंतर्विष्ट को जाएंगी, नामतः—

मान्यताप्राप्त चिकित्सीय अर्हता	पंजीयन के मकेत चिन्ह
(2)	(3)
कायचिकित्सक (वृक्क विज्ञान)	डी.एम. (वृक्कविज्ञान) (यह अर्हता अप्रैल, 1977 से मार्च, 1990 के बीच प्रदान किये जाने पर एक मान्यता प्राप्त चिकित्सीय अर्हता होगी)

[सं. बी-11015/2/95-एम.ई. (यू.जी.)]
एस.के. मिश्र, डेस्क अधिकारी

New Delhi, the 6th July, 1999

S.O. 2001.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

(1) against the 'Dr. M.G.R. Medical University, Madras' in the column 'Recognised Medical Qualification,' 'Doctor of Medicine (Nephrology)' in the column 'Abbreviation for Registration' for the words and figures 'in or after April, 1977', 'in or after March, 1990' shall be substituted.

(2) against the 'University of Madras', in Column (2) after the entry Doctor of Medicine (Psychiatry) and the entry relating thereto in Column (3), the following shall be inserted, namely :—

Recognised Medical Qualification	Abbreviation for Registration
(2)	(3)
'Doctor of Medicine (Nephrology)	D. M. (Nephrology) (This shall be a recognised medical qualification when granted between April, 1977 to March, 1990).

[No. V-11015/2/95-ME(UG)]

S. K. MISHRA, Desk Officer

जल-भूतल परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 28 जून, 1999

का. आ. 2002.—केन्द्र सरकार राष्ट्रीय नौवहन बोर्ड नियम, 1960 के नियम 3 और 4 (1) के साथ पठित वाणिज्यिक पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दो वर्ष की अवधि के लिए तत्काल प्रभाव से राष्ट्रीय 1986 GI/99—2.

नौवहन बोर्ड स्थापित करती है, जिसमें निम्नलिखित सदस्य होंगे तथा श्री एस. एन. कक्कड़, को उक्त बोर्ड का अध्यक्ष नामित करती है, अर्थात् :—

1. श्री एस. एन. कक्कड़ —अध्यक्ष
2. संसद सदस्य
3. मे
4. (लोक सभा द्वारा चुने जाएंगे)
5. और 7 संसद सदस्य
6. (राज्य सभा द्वारा चुने जाएंगे)

8. संयुक्त सचिव (नौवहन) —केन्द्र सरकार के जल-भूतल परिवहन मंत्रालय प्रतिनिधि
9. अपर सचिव एवं वित्त मन्त्रालय, जल-भूतल परिवहन मंत्रालय -वही-
10. श्री नृपेन्द्र मिश्रा, अपर सचिव, वाणिज्य मंत्रालय -वही-
11. महानिदेशक, नौवहन -वही-
12. वाइस एडमिरल हरिन्दर सिंह डिप्टी चीफ ग्राफ नेवल स्टाफ -वही-
13. श्री पी. के. श्रीवास्तव पोत मालिकों के अध्यक्ष एवं प्रबंध निदेशक, भारतीय नौवहन निगम लि., मुंबई प्रतिनिधि
14. श्री रोहेट तोलानी, उपाध्यक्ष, तोलानी लि. मुंबई -वही-
15. श्री के. एम. मेठ, अध्यक्ष एवं प्रबंध निदेशक, ग्रेट इस्टर्न शिपिंग कंपनी लि., मुंबई -वही-
16. कैप्टन यू. एस. एडम, कार्यकारी महासचिव, भारतीय मैरीटाइम संघ, मुंबई नाविकों के प्रतिनिधि
17. डा. लिओ बर्नेस, महासचिव, नेशनल यूनियन ऑफ शिपियरर्स ऑफ इंडिया, मुंबई -वही-
18. डा. एम. के. पांडेय, वाइस प्रेसीडेंट, फॉरवर्ड सीमेन्ज यूनियन ऑफ इंडिया, कलकत्ता -वही-
19. श्री एस. वैकटेश्वरन, "अन्य हितों" के सीनियर एडवोकेट, मुंबई प्रतिनिधि
20. कैप्टन अशोक बत्रा, 33ए, मेहरा अपार्टमेंट्स, अन्स्टी रोड, मुंबई-400026 -वही-
21. डा. के. पी. मुषु कोमा, "अन्य हितों" के कर्टमपल्सी हाऊस, कवार्मी-682555 (लक्षद्वीप) प्रतिनिधि

[फा. सं एम. एस-18011/1/99-एस. एन.]
आर. के. गर्मा, अपर सचिव

MINISTRY OF SURFACE TRANSPORT
(Shipping Wing)

New Delhi, the 28th June 1999

S.O. 2002.—In exercise of the powers conferred by Section 4 of the Merchant Shipping Act, 1958 (44 of 1958) read with Rules 3 and 4 (1) of the

National Shipping Board Rules, 1960, the Central Government hereby establishes a National Shipping Board, for a period of two years with immediate effect consisting of the following Members and nominates Shri S.N. Kakar to be the Chairman of the said Board, namely:—

1. Shri S.N. Kakar —Chairman
- 2 to 5. Members of Parliament (To be elected by Lok Sabha)
- 6 & 7. Members of Parliament (To be elected by Rajya Sabha)
8. Joint Secretary (Shipping) to the Government of India, Ministry of Surface Transport. —Representative of Central Government
9. Additional Secretary & F.A., Ministry of Surface Transport. -do-
10. Shri Nripendra Mishra, Additional Secretary, Ministry of Commerce. ,do-
11. Director General of Shipping. -do-
12. Vice Admiral Harinder Singh, Deputy Chief of Naval Staff. -do-
13. Shri P.K. Srivastva, Chairman & Managing Director, Shipping Corporation of India Ltd., Mumbai. —Representative of Shipowners
14. Shri Rohet Tolani, Vice Chairman, Tolani Ltd., Mumbai. -do-
15. Shri K.M. Sheth, Chairman & Managing Director, Great Eastern Shipping Co. Ltd., Mumbai. -do-
16. Capt. U.S. Adam, Acting General Secretary, Maritime Union of India, Mumbai. —Representative of seamen
17. Dr. Leo Barnes, General Secretary, National Union of Seafarers of India, Mumbai. -do-
18. Dr. M.K. Pandhe, Vice President, Forward Seamen's Union of India, Calcutta. -do-
19. Shri S. Venkiteswaran, Senior Advocate, Mumbai. Representative of "other interests"
20. Capt. Ashok Batra, 33A, Meher Apartments, Ansty Road, Mumbai-400026. -do-

21. Dr. K.P. Mutku Koya, Kaitampally Representative of "other interests"
House, Kavaratti-682555
(Lakshadweep).

[F.No.SS-18011/1/99-SL]

R. K. SHARMA, Under Secy.

वस्त्र मंत्रालय

नई दिल्ली, 9 जुलाई, 1999

का.आ. 2003.—वस्त्र समिति अधिनियम, 1963 (1963 का 41) की धारा 5ख में प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत के राजपत्र, खण्ड II, धारा 3, उपधारा (ii) में छपी वस्त्र मंत्रालय की दिनांक 16 मई, 1995 की अधिसूचना का.आ. 1602 का अधिक्रमण करते हुए, केन्द्रीय सरकार एतद्वारा विधि, न्याय तथा कम्पनी मामला मंत्रालय, विधिक मामला विभाग, शाखा सचिवालय, मुंबई में संयुक्त सचिव एवं कानूनी सलाहकार, श्री ए.एस. खान वाली एक सदस्यीय ट्रिब्यूनल का गठन करती है।

2. श्री ए.एस. खान, संयुक्त सचिव एवं कानूनी सलाहकार, विधि मामला विभाग, विधि, न्याय तथा कम्पनी मामला मंत्रालय के रूप में अपने कर्तव्यों तथा कार्यों के अलावा उपरोक्त अधिनियम द्वारा अथवा इसके अन्तर्गत ट्रिब्यूनल में प्रदत्त अथवा आरोपित शक्तियों का प्रयोग तथा कर्तव्यों का निर्वहण करेगा।

3. यह अधिसूचना सरकारी राजपत्र में अपने प्रकाशन की तिथि से प्रभावी होगी।

[सं. 12020/28/96-ए.एण्डएम.एम.टी. (टी.सी.)]

सी.टी.एम. सुगुणा, उप सचिव

MINISTRY OF TEXTILES

New Delhi the 9th July, 1999

S.O. 2003.—In exercise of the powers conferred by section 5B of the Textiles Committee Act, 1963 (41 of 1963) and in supersession of the Ministry of Textiles notification S.O. 1602 dated the 16th May, 1995 published in the Gazette of India, Part II, Section 3, Sub-Section (ii), the Central Government hereby constitutes a one man Tribunal comprising Shri A. S. Khan, Joint Secretary and Legal Adviser in the Ministry of Law, Justice and Company Affairs, Department of Legal Affairs at Branch Secretariat, Mumbai.

2. Shri A.S. Khan shall, in addition to his duties and functions as Joint Secretary and Legal Adviser, Department of Legal Affairs, Ministry of Law, Justice and Company Affairs, exercise the powers and discharge the functions conferred or imposed on the Tribunal by or under the said Act.

3. This notification shall come into force on the date of its publication in the Official Gazette.

[No. 12020/28/96-A&MMT(TC)]

C.T.M. SUGUNA, Dy. Secy.

नागरिक पूर्ति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

(भारतीय मानक ब्यूरो)

नई दिल्ली, 30 जून, 1999

का.आ. 2004—भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	शीर्षक भारतीय मानक	भारतीय मानक सं./भाग/अनुभाग
1	2	3	4	5
1. 5068968	96/11	सी आर एम स्टील्स प्रा. लि., मैती पारा, दिल्ली रोड, दनकुनी, जिला बुगली, गर्खिम बगाल	सामान्य संरचना इस्पात	आई एस 02062:92

1	2	3	4	5	6
2.	5069364	96/11	राष्ट्र सीमेंट कं. लि., प्रमल रोड, बालटिकुरी, हावड़ा, पश्चिम बंगाल-711109	पोर्टलैंड स्क्वे सीमेंट	आई एस : 00455 : 89
3.	5069667	96/11	दुर्गापुर रालीमर्स (प्रा.) लि., एन.एन. बोन रोड, दुर्गापुर, बर्जान-713211	पेयजल आपूर्ति हेतु सीवरोचित पी वी सी फिटिंग की विशिष्ट भाग 2 संकेत हेतु विशिष्ट अवस्थाएं	आई एस 10124 : 88 भाग 02
4.	5069566	96/11	लेजर फिब्रस प्रा. लि., 8. गिरिण घोष रोड, पातीपुकुर, कलकता-700043	पी वी सी रोहित (भारी कार्य) बिजली की केबल भाग 1 1100 वोल्ट तक की कार्यकारी वोल्टता के लिए	आई एस 01554 : 88 भाग 01
5.	5069465	96/11	टेक्नोजेनिक्स, 209, पिकनिक गार्डन रोड, कलकता-700039	बिजली की मूलभूत निरापद उपकरण और परिपथ	आई एस 05780 : 80
6.	5069869	96/11	सनरे बैटरी वर्क्स, भानपुर, पो.ओ. भानपुर, जिला कटक, उड़ीसा-753011	मोटर वाहनों के लिए सीसा-अम्ल अम्ल की भंडारण बैटरियाँ	आई एस 07372 : 74
7.	5069263	96/11	अरि सीमेंट कं. लि. पो.ओ. भरिचनगर, जिला हजारी बाग (बिहार) रेलवे स्टेशन रांची रोड (पू.रे.) बिहार-829122	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 00269 : 89
8.	6114752	96/11	जय भारती इंटरप्राइसेस नेताजी रोड, एम.डी.आर. नगर, चीकलिंगापुरम, अरुणकोटई-626101	ठोस जैवभार चूल्हा भाग 1 सुवाह्य (धात्विक)	आई एस 13152 : 91 भाग 1
9.	6114651	96/11	नेशनल स्टायरन वर्क्स, 26/8, चिन्तामणि रोड, मदुरै-625001	ठोस जैवभार चूल्हा भाग 1 सुवाह्य (धात्विक)	आई एस 13152 : 91 भाग 01
10.	6115956	96/11	सारथि इंडस्ट्रीज, 3/88, माउन्ट पूनामल्ली दाई रोड मद्रास-600089	अग्निशमन के लिए शुष्क पाउडर	आई एस 04308 : 82
11.	6115350	96/11	स्वाति मशीन टूल्स, मो-14, सिडको इंड. एस्टेट, दुमूर-635126	ठोस जैव भार चूल्हा भाग 1 सुवाह्य (धात्विक)	आई एस 13152 : 91 भाग 01
12.	6114045	96/11	बालाजी ड्रम वर्क्स, 3/10, साराचल, ग्राम्णी गार्डन स्ट्रीट, टॉनगेट, मद्रास-600019	ड्रम	आई एस 03575 : 93

1	2	3	4	5	6
13. 6113346	96/11	ड्रम्स एण्ड वीरस (मद्रास प्राइवेट लि.) 5-ए, विद्यानाथन स्ट्रीट, टॉलीयरवेट, मद्रास-600081	डामर ड्रम	आईएस 03 575:93	
14. 6115754	96/11	जैन केबल इंडस्ट्रीज प्रा. लि., एफ-71, सिपकोट इंड. कॉम्प्लेक्स, गुम्मीडीपेडी-601201	बीबीबी रोहित (भारी कार्य) विजली की केबल, भाग 01 1100 वोल्ट तक की कार्यकारी वोल्टता के लिए	आईएस 01554:88 भाग 01	
15. 6115148	96/11	स्टम्प स्कूल्स एण्ड सोनाप्या लि., सी.बी. नं. 1905, बुल टेम्पल रोड, बंगलौर-560019	शंट संधारित्र-पावर तंत्र के लिए	आईएस 02834:86	
16. 6114348	96/11	हरिप्रिया सीमेंट, पेटाटाडीवाडा गांव, डनकाडा मंडल, विजयनगरम	पोर्टलैंड स्वेग सीमेंट	आई एस 00455:89	
17. 6115855	96/11	जयलक्ष्मी पुष्कराइनर्स, प्लॉट नं. 45 एवं 46, आई डी ए, बैकटाडीपालेम, नालगोंडा, भिरयालगुडा	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112:89	
18. 6116251	96/11	मेडीलाइन इन्स्ट्रूमेंट्स प्राइवेट लिमि- टेड, प्लॉट नं. बी 1, इलेक्ट्रॉनिक कॉम्प्लेक्स, रगारेड्डी, कुशाइनगुडा	नैदानिक चिकित्सा एक्स-रे- उपकरण की विशिष्टि	आई एस 07620:86 भाग 01	
19. 6116150	96/11	नाजारुन पम्प इंड. शेड नं. डी-22, आईडीए, मेदचल, आर आर जिला	निरञ्जरीश पम्पसेट	आई एस 03034: 89	
20. 6114247	96/11	प्रतिभा एक्सट्रजन्स प्रा. लि., बोंथापल्ली गांव, गिन्नारन मंडल, मेडक जिला	एस्वेस्टॉस सीमेंट के दाब पाइप	आई एस 01592: 89	
21. 6114954	96/11	मुन्दर सीमेंट्स प्रा.लि., प्लॉट नं. 40, ई ब्लॉक ऑटो. नगर, विशाखापटनम-530012	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112:89	
22. 6115249	96/11	सॉफ्ट फोम इंड. प्रा. लि., एस.एस. 852, मेडचल इंड. एरिया, आर आर जिला, 501401	घरेलू गहों के लिए नम्य यूरो फोम	आईएस 07933:75	

1	2	3	4	5	6
23.	6114853	96/11	श्री सम्पत विनायक सीमेंट प्राइवेट लिमिटेड, प्लॉट नं. 191, पेटागटयाडा, इंड. एस्टेट, बेलाचेरूबू रोड, विशाखापटनम	पोर्टलैंड स्लेग सीमेंट	आई एस 00455:89
24.	6114449	96/11	श्री श्रीनिवास इंडस्ट्रीज, सबं नं. 352, रामापुरम एक्स रोड, नल्लान्दागुडम, नलगोडा	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112:89
25.	6115653	96/11	श्रीरामाना पुल्लराइजसं, 22 एवं 23, आई डी ए, बेकडाट्रीपलेम, मिरयालगुडा, नलगोडा जिला-508207	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112:89
26.	6116857	96/11	हरिता ईरिगेशन प्रोजेक्ट्स प्रा. लि., प्लॉट नं. 130/1, आई डी ए, फेस 2, चेरलापल्ली, हैदराबाद-500051	पेयजल आपूर्ति के लिए उच्च घनत्व वाले पोलिएथाइलीन पाइप	आई एस 04984:87
27.	6113851	96/31	हिन्दुस्तान मेटल इंडस्ट्रीज, ए 9, इंड. एस्टेट, मोलाली, हैदराबाद-500040	जल, गैस, सीवर के लिए क्षैतिज ठले लोहे के दोहरे फ्लेजयुक्त पाइप	आई एस 07181:85
28.	6113447	96/11	जे.जे. स्पन पाइप इंड., पोस्ट बाक्स नं. 54, अरासापल्ली गांव, निजामाबाद-503001	एस्बेस्टास सीमेंट के बाह्य पाइपों के साथ प्रयुक्त अलग हो सकने वाले ढलवां लोहे के जोड़	आई एस 08794:88
29.	6113952	96/11	ललिता मेटल्स, ए 2, ए पी आई ई, आटो नगर, विशाखापटनम-530012	एस्बेस्टास सीमेंट दाब पाइपों के साथ प्रयुक्त अलग हो सकने वाले ढलवां लोहे के जोड़	आई एस 08794:88
30.	6113649	96/11	श्री बालाजी आयरन फाउण्ड्री, पी-2, इंड. डब. एरिया, एन.ए. हरम, हैदराबाद-501507	जल गैस, सीवर के लिए क्षैतिज आई एस 07181/83 ठले लोहे के दोहरे फ्लेज युक्त पाइप	
31.	6115047	96/11	सुन्दर सीमेंट्स प्रा. लि., प्लॉट नं. 40, ई ब्लॉक, आटो नगर, विशाखापटनम-530012	पोर्टलैंड स्लेग सीमेंट	आई एस 00455:89
32.	6116049	96/11	मनग्लो इलेक्ट्रिकल्स प्रा. लि., प्लॉट नं. 70, फेस 3, आई डी ए, जीडिमेलला, हैदराबाद-500855	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	आई एस 00694:90
33.	6115451	96/11	इंजक्शन इलेक्ट्रिक, पी.एम.सी. 10-44, कन्दोथ पयानूर-670307	जेट अपकेन्द्री पम्प सम्मिलित	आई एस 12225:87

1	2	3	4	5	6
34. 6115552	96/11	सूर्याकिरण प्रा. लि., डबलपमेंट एरिया, बिनानीपुरम पोस्ट, डडायार-683502	सौर सपाट पट्टिका संग्राहक, भाग 1 अपेक्षाएं	आई एस 12933:92 भाग-01	
35. 6114550	96/11	बी एन एस केमिकल्स प्रा. लि. एस.एफ नं. 38/1, डी नं. 24-डी बी पी अग्रहम, भिवामी मेनरोड, हरोड-638005	ब्लीचिंग पाउडर	आई एस 01065:89	
36. 6117051	96/11	एग्रस्टेक 29 सी/24, एस एफ नं. 498/2, सौरीपालायम रोड, कोयम्बतूर, तमिलनाडु-641028	निमज्जन पम्पसेटों के लिए मोटरें	आई एस 09283:79	
37. 7119060	96/11	मन इरीगेशन सिस्टम्स (प्रा) लि. 21, डी, 2 दा फेस, हटकान्गल, कोल्हापुर जिला	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पी बीसी पाइप	आई एस 04985:88	
38. 7118664	96/11	स्वयम्पू इंडस्ट्रीज लिमिटेड, के-37, एवं 38 एम आई डी सी इंड. एरिया, हिंगना रोड, नागपुर-440016	पेयजल आपूर्ति के लिए गैर प्लास्टिक पीबीसी के पाइप	आई एस 04985:88	
39. 7118462	96/11	दि गांत स्टील इंडस्ट्रीज एण्ड इंजी. वक्स, प्लॉट नं. 8 एवं 27, ईस्टन इंड. एस्टेट, कलमना, नागपुर-440008	सामान्य संरचना इस्पात	आई एस 02062:92	
40. 7117662	96/11	जैन इरीगेशन सिस्टम्स लि. जैन फील्डस, एन एच नं. 6, पी.बी. बाक्स 72, बम्मोरी, जिला जलगांव	सिचाई तंत्र के ठिठकाव यंत्र के लिए पालीइथाइलीन पाइप	आई एस 14151:94 भाग-01	
41. 7119363	96/11	मारु इंडस्ट्रीज, बी-2, गुक्ला इंड. एस्टेट, सामने : अजित रत्नास, राधवेन्द्र मंदिर रोड, जोगेश्वरी (प) बम्बई-400102	कील खांशा (बायोनेट) लैम्प होल्डर	आई एस 01258:87	
42. 7117561	96/11	महावीर टिन इंडस्ट्रीज, सम्मुख : वी.के. नं. 1893 सैक्टर 40, उल्हास नगर, जिला थाणे-421005	तेलदाब स्टोव और तेलदाब हीटर के लिए बर्नर	आई एस 08808:86	

1	2	3	4	5	6
43. 7117965	96/11	नितिन इंडस्ट्रीज, 29, बधानी इंड. एस्टेट; दूसरा तल, एल. बी. एस. मार्ग, सम्मुख : श्रेयांस अनेमा, घाटकोपर, बम्बई-400086	अग्निशामक यंत्र, रासायनिक केन वाले मुवाह्य	आईएस 00933 : 89	
44. 7118058	96/11	नितिन इंडस्ट्रीज, 29, बधानी इंड. एस्टेट, दूसरा तल, एल. बी. एस. मार्ग, सम्मुख : श्रेयांस अनेमा, घाटकोपर (प.) बम्बई-400086	जल टाइप मुवाह्य अग्निशामक यंत्र	आईएस 00934 : 89	
45. 7118159	96/11	नितिन इंडस्ट्रीज, 29, बधानी इंड. एस्टेट, दूसरा तल, एल. बी. एस. मार्ग, सम्मुख : श्रेयांस अनेमा, घाटकोपर (प) मुम्बई-400086	मुवाह्य अग्निशामक यंत्र, शुष्क पाउडर (कार्तिज टाइप)	आईएस 02171 : 85	
46. 7118260	96/11	नितिन इंडस्ट्रीज, 29, बधानी इंड. एस्टेट, दूसरा तल, एल. बी. एस. मार्ग, सम्मुख : श्रेयांस अनेमा, घाटकोपर (प) मुम्बई-400086	अग्निशामक कार्बन डाईऑक्साइड टाइप मुवाह्य और डाली आरोपित	आईएस 02878 : 86	
47. 7118361	96/11	नितिन इंडस्ट्रीज, 29, बधानी इंड. एस्टेट, दूसरा तल, एल. बी. एस. मार्ग, सम्मुख : श्रेयांस अनेमा, घाटकोपर, बम्बई-400086	मुवाह्य अग्निशामक पानी टाइप (गैस कारतूस)	आईएस 00940 : 89	
48. 7119565	96/11	पेस्ट कंट्रोल (इंडिया) प्रा. लि., ए-6, मीरा इंड. एस्टेट, 10/11 एम.आई.डी.सी. एरिया, मीरा-401104, जिना बागे,	हैप्टाक्लोर पावपनीय मात्र	आईएस 06439 : 78	
49. 7119464	96/11	राशोकी कंट्रोल केबल, नं. 15, मर्चेंदया इंड. एस्टेट, सम्मुख : महाकाली गुफा रोड, अंधेरी (पूर्व) बम्बई-400093	कील खांचा (बायोनेट) लैम्प होल्डर	आईएस 01258 : 87	

1	2	3	4	5	6
50. 7119262	96/11	रेसोटेक इंजीनियरिंग इंडस्ट्रीज, डब्ल्यू-10(ए), एम.आई.डी.सी. एरिया, लानूर-413531	कृषि कार्यों के लिए साफ, ठंडे पानी के मोनोसैट पम्प	आईएस 09079:89	
51. 7119161	96/11	सुपरमेक्स इक्विपमेंट्स डो-2 ए, घाटकोपर हंड . एस्टेट, एल.बी.एस. मार्ग बम्बई-400086	अग्निशामक यंत्रों में प्रयोग के लिए गैस काटिज	आईएस 04947:85	
52. 7120247	96/11	ग्लोबल इलैक्ट्रोड्स प्राइवेट लिमिटेड, 151 152/2 जी आई डी सी इंड. एस्टेट, समीप दीपक ऑयल मिल, नारोदा, अहमदाबाद-382330	हस्त्य धातु आर्क वेल्डिंग के लिए आवृत्त कार्बन और कार्बन मैंगनीज इस्पात इलैक्ट्रोड	आईएस 00814:91	
53. 7119767	96/11	कोटेश्वर केमफूड्स इंडस्ट्रीज, सर्वे नं. 155/1, समीप कन्डला फ्री ट्रेड जोन, गांव किडना, तालुक अन्जार कच्छ-370201	आयोडीन युक्त तमक	आईएस 07224:85	
54. 7119868	96/11	महिमा ट्रेडिंग एण्ड इन्वैस्टमेंट्स प्राइवेट लिमिटेड, मधुभाई मिल कम्पाउण्ड, पोछे मीटरगेज रेलवे स्टेशन सरसपुर, अहमदाबाद-380018	आयोडीन युक्त तमक	आईएस 07224:85	
55. 7120045	96/11	नेशनल पम्पस 1301/4 फेस 4, जी आई डी सी इंडस्ट्रियल एस्टेट, नरोदा, अहमदाबाद-380330	निमज्जनीय पम्प सैट	आईएस 08034:89	
56. 7120146	96/11	श्री साईनाथ फाइवर्स प्राइवेट लिमिटेड, सर्वे नं. 205/10(7), हिंगराज इंडस्ट्रियल एस्टेट, समीप वाटर सप्लाई स्कीम, गांव धबेल, नानीवमन (यू टी)-396210	1100 वोल्ट तक की कार्य- कारी वोल्टता के लिए पीवीसी रोधित केबल	आईएस 00694:90	
57. 8172978	96/11	डीसेन्ट केबल इंडस्ट्रीज, डब्ल्यू जेड-275, प्रथम तल, शकरपुर गांव, दिल्ली-110034	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	आईएस 00694:90	
58. 8172372	96/11	एल्पार इलैक्ट्रिकल इंडस्ट्रीज, 125, गांव तिहाड़, नई दिल्ली-110018	नोदक टाइप ए.सी. संवातन पंखे	आईएस 02312: 67	

1	2	3	4	5	6
59.	8172776	96/11	ईस्ट वेस्ट म्बिचगियर इंडस्ट्रीज, बी-65, गेट नं० 2, नारायणा इंड० एरिया, फेस 2, नई दिल्ली-110 028	घरेलू और समान कार्यों के लिए म्बिच	आईएस 03854: 88
60.	8170873	96/11	गुप्ता इंजीनियर्स, 18/15, बसन्त नगर, किशन गंज, दिल्ली-110 007	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवर- णात्मक अपेक्षाएं खंड 3 विद्युत इस्तरी	आईएस 00302: 92 भाग 02 खंड 03
61.	8170065	96/11	जी०एम० प्रीसीजन प्रा० लि०, खसरा नं० 52/7, प्लॉट नं० 6, मास्टर विजेन्द्रसिंह लेन, गांधी प्रहलादपुर, दिल्ली-110 042	विद्युत इस्मरी	आईएस 00366: 91
62.	8173071	96/11	इन्टेक इलेक्ट्रिकल्स (प्रा०) लि०, इन्टेक हालम, सीबी-222, रिंग रोड, नारायणा, नई दिल्ली-110 028	पानी गर्म करने के इस्टेट हीटर	आईएस 08978: 92
63.	8169989	96/11	मालवो एप्लायंसेस (प्रा०) लि०, के-91, अपर पलोर, उद्योग नगर, रोहतक रोड, नई दिल्ली-110 041	बिजली के पानी गर्म करने के भंडारण	आईएस 02082: 93
64.	8173172	96/11	प्रभात इलेक्ट्रिकल्स (इंडिया), 1735/126 शान्ति नगर, श्री नगर, दिल्ली-110 035	ऑनिल भरे बोलदार तापन एलीमेंट	आईएस 04159: 83
65.	8169181	96/11	रेमसन एप्लायंसेस (प्रा०) लि०, 10071-72, गली जमीर बाली, नवाबगंज, दिल्ली-110 006	विद्युत विकिरणों की विशिष्टि	आईएस 00369: 92
66.	8172877	96/11	सुरज केबल्स, खसरा नं० 59/16 गब एवं पोस्ट रिठाला, दिल्ली-110 085	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	आईएस 00694: 92
67.	8169585	96/11	मुमित इंटरप्राइसेज, 910/466, मेन रोड, हैदरपुर, दिल्ली-110 042	पीवीसी रोधित (भारी कार्य) बिजली के केबल भाग 1 1100 वोल्ट तक की कार्य- कारी वोल्टता के लिए	आईएस 01554: 88 भाग 01
68.	8170570	96/11	एस० कुमार इलेक्ट्रिकल्स, 139, गली नं० 1, गांव शालीमार, दिल्ली-110 052	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवर- णात्मक अपेक्षाएं भाग 3 विद्युत इस्तरी	आईएस 00302: 92 भाग 02 खंड 03

1	2	1	4	5	6
69.	8170974	96/11	श्री शिव इंडस्ट्रीज, 9/18 एवं 19, बाजार गली, विश्राम नगर, माहवरा दिल्ली-110 032	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	आईएम 00694: 92
70.	8172473	96/11	एम. कुमार इंडस्ट्रीज, 139, गली नं. 1, शालीमार गांव, दिल्ली-110059	पानी गरमाने के डबाऊ हीटर	आई एस 00368:92
71.	8171067	96/11	शिवा टाइल्स एंड मार्बल्स कं., प्लॉट नं. 1, गली नं. 4, बुराही रोड सरूप नगर, दिल्ली-110 042	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस बल्ब	आईएम 04246: 92
72.	8170671	96/11	ऊषा इलेक्ट्रिकल्स 2624, महावीर बाजार, तेली बाड़ा, दिल्ली-110 006	खनिज भरे खोलदार तापन एली- मेंट	आईएस 04159: 83
73.	8173273	96/11	वीर इलेक्ट्रिकल्स 19/267 ए, समीप नाराय बस्ती बस स्टैंड, पुराना रोहतक रोड, सराय रोहिल्ला, दिल्ली-110 035	पीवीसी रोधित (भारी कार्य) बिजली के केबल (भाग 1 1100 वोल्ट तक की कार्य- कारी वोल्टता के लिए	आईएम 01554: 88 भाग 01
74.	8171168	96/11	बेलको रमड इंडस्ट्रीज, 29/16, गांव निवासपुर, पी.ओ. धादनी, दिल्ली-110 042	बेल्टिंग केबल	आईएम 09857: 90
75.	8170368	96/11	हर नारायण ट्यूब्स, डब्ल्यूजेड-754 ए, सुदर्शन पार्क नई दिल्ली-110 015	पानी गरमाने के डबाऊ हीटर	आईएस 00368: 92
76.	8170469	96/11	हर नारायण ट्यूब्स, डब्ल्यूजेड-754 ए, सुदर्शन पार्क, नई दिल्ली-110 015	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 1	आईएम 00302: 92 भाग 02
77.	8170267	96/11	बी. आर. इलेक्ट्रिकल डब्ल्यूपी-167, वजीरपुर गांव, अशोक विहार, दिल्ली-110 052	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत इस्तेमाल	आईएम 00302: 92 भाग 02 खंड 03
78.	8169686	96/11	गार्जियन केबल्स एंड कांडक्टर्स (प्रा.) लि., खसरा नं. 14/24, गांव नागलीपूना, जीटी करमाल रोड, दिल्ली-110 036	पीवीसी रोधित (भारी कार्य) बिजली की केबल भाग 1 1100 वो. तक की कार्यकारी वोल्टता के लिए	आईएस 01554: 92 भाग 01

1	2	3	4	5	6
79.	8170166	96/11	जी०एम० प्रीसिजन प्रा० लि०, खसरा नं० 52/7, प्लॉट नं० 6 मास्टर विजेन्द्र सिंह लेन, गांव प्रह्लादपुर, दिल्ली-110 042	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत इस्तरी	आईएस 00302: 92 भाग 02 खंड 03
80.	8172675	96/11	इन्टेक इलेक्ट्रिकल्स (प्रा) लि०, इन्टेक हाउस, सीबी-222, रिंग रोड, नारायणा, दिल्ली-110 028	बिजली के पानी गर्म करने के भंडारण किस्म के स्थिर हीटर	आईएस 02082: 93
81.	8172271	96/11	नागपाल इलेक्ट्रिक एण्ड रेडियो कं०, सी-108, नारायणा इंड० एस्टेट, फेस 1, नई दिल्ली-110 028	खनिज भरे खोलदार तापन एसी- मेंट	आईएस 04159: 88
82.	8170772	96/11	प्रतीक्षा इलेक्ट्रिकल्स (इंडिया) 3004-ए, संत नगर, शकुल बस्ती, दिल्ली-110 034	घरेलू और समान कार्यों के लिए स्विच	आईएस 03854: 88
83.	8169282	96/11	रेमसंस एप्पलायंसेस (प्रा) लि०, 10071-72, गली जमीर बाली, नवाब गंज, दिल्ली-110 006	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 30 विद्युत विकिरण	आईएस 00302: 92 भाग 02
84.	81711370	96/11	सहवेष इंडस्ट्रीज, आर-97/1 ए, रमेश पार्क, लक्ष्मी नगर, दिल्ली-110 092	बिजली के पानी गर्म करने के भंडारण किस्म के स्थिर हीटर	आईएस 02082: 93
85.	8172574	96/11	एस कुमार इलेक्ट्रिकल्स 139, गली नं० 1, गांव शालोभार, नई दिल्ली-110 052	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 01	आईएस 00302: 92 भाग 02 खंड 01
86.	8171673	96/11	एयरो एग्रो केमिकल इंडस्ट्रीज लि०, 427/3 भानपुरी इंडस्ट्रियल एरिया, भानपुरी, रायपुर-493 221	2, 4-डी सोडियम लवण, तक- नीकी ग्रेड	आईएस 01488: 89
87.	8171572	96/11	जे एम फार्मस्युटिकल्स (प्रा) लि०, 166-167, न्यू इंडस्ट्रियल एरिया, सेक्टर 2, राइसेन, मण्डीदीप	क्लोरीन की गोलियां	आईएस 09825: 93
88.	8172069	96/11	जिन्दल स्टील्स लिमिटेड, खरसिया रोड, पी०बी० नं० 16, रायगढ़	सामान्य संरचना इस्पात में पुन- बैलन के लिए कार्बन डलवां इस्पात बिलेट इंगट, बिलेट ब्लूम और स्लेब की विशिष्ट	आईएस 02830: 92
89.	8171875	96/11	मिमानी वायर्स प्रा० लि०, महोब नीमच रोड, पीतमपुर	इनेमल किये गोल वाइडिंग तारे	आईएम 04800: 68 भाग 05

1	2	3	4	5	6
90.	8172170	96/11	पी एण्ड टी इलेक्ट्रोड्स असरवाद बुजर्ग, नेमावर रोड, इंदौर	हस्त्य धातु आर्क वेल्डिंग के लिये आवृत्त कार्बन और कार्बन मैगनीज इस्पात इलेक्ट्रोड	आईएस 00814: 91
91.	8168886	96/11	श्री मारुति सीमेंट गांव सिरले, पी०बी० नं० 24, इन्दौर रोड, इंदौर, बरवाह	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112: 89
92.	8171774	96/11	सरुन्दा पार्लामर्स बीकानेर रोड, बीकानेर (नोखा) बीकानेर	इनेमल किये गोल वार्डिंग तारें	आईएस 04800: 68 भाग 05
93.	8171976	96/11	देवश्री सीमेंट लि०, गांव एंव पोस्ट बिलागा, जोधपुर, बिलागा	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112: 89
94.	9128677	96/11	आवम इंडस्ट्रीज; ग्लोब कालोनी, समीप गज्जापीर, जालंधर (पंजाब)-144 004	जलकल प्रयोजनों के लिए तांबा मिश्रधातु के गेट ग्लोब और चेक वाल्व	आईएस 00778: 84
95.	9125065	96/11	अथवारिया इंडस्ट्रीज, प्लॉट नं० 620, माडर्न इंड० एस्टेट, फेस 1, पॉकेट "ए", जिला रोहतक, बहादुरगढ़ (हरियाणा)	इस्पात के डक्कन दार कब्जे	आईएस 01341: 92
96.	9125671	96/11	अक्ष ट्यूब्स प्रा० लि०, 4 किमी स्टेशन, जिव रोड, नरवाणा-126 116	पेयजल आपूर्ति के लिये गैर प्लास्टिक	आईएस 04985: 88
97.	9127574	96/11	एग्रो वाल्व्स डी-35, फोकल प्वाइंट एक्टें० जालंधर बाहर (पंजाब)	जलकल प्रयोजनों के लिए तांबा मिश्रधातु के गेट ग्लोब और चेक वाल्व	आईएस 00778: 84
98.	9127877	96/11	वायर (इंडिया) लि०, चण्डीगढ़ रोपड़ रोड, तह: खराड, जिला रोपड़ खानपुर (पंजाब)	मिथायल पैराथियोन पायमनीय सांघ	आईएस 02865: 78
99.	9126875	96/11	फराडेस इंजीनियरिंग इंडस्ट्रीज प्रा० लि०, गांव कुल्हाडीवाला, परवानू रोड, जिला सोलन, बरोटीवाला (हि०प्र०)	अल्पदाव द्रवणीय गैसों के लिए 5-लि० से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर	आईएस 03196: 92
100.	9125166	96/11	ग्रोवर कन्स्ट० इंटरप्राइजेज गांव खोरा, ब्लॉक घरीदा, जिला करनाल (हरियाणा)	पूर्व कृतित कंक्रीट पाइप (प्रबलन सहित और रहित)	आईएस 00458: 86
101.	9127776	96/11	महालक्ष्मी सीमेंट वर्क्स, 8 किमी स्टेशन, हंसी तोणम रोड, तहसील: हंसी, गांव हाजमपुर (हरियाणा)	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112: 89

1	2	3	4	5	6
102.	9128475	96/11	नव दुर्गा सीमेंट वर्क्स, भोलुवाला रोड, फरीदकोट (पंजाब) 151 203	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
103.	9125570	96/11	नरमक सिस्टम 94, फेस 9, इंडो फोकल प्वाइंट, जिला रोपड़, सास नगर, मोहली (पंजाब)	नैदानिक चिकित्सा एक्स-रे उपस्कर	आईएस 07620 : 86 भाग 01
104.	9125772	96/11	शक्ति लुमिनेन्ट्स 323/171 एवं 354/90, गांव खेरी, तिलाकपुर रोड, जिला सिरमौर, कलाअम्ब (हि०प्र०)	नया विद्युत रोधन तेल	आईएस 00335 : 93
105.	9128576	96/11	बाल्को इंटरनेशनल सम्मुख : तिरुपति फूटवेयर्स, बस्ती बाबाखेल, कपूरथला रोड, जालंधर शहर (पंजाब)	जलकल प्रयोजनों के लिये तम्बा मिश्रधातु के गेट, ग्लोब और चेक वाल्व	आईएस 00778 : 84
106.	9127372	96/11	बी०के० बाल्व्स प्रा० लि०, सी-106, फोकल प्वाइंट एक्सटें० पास्ट ऑफिस बावस नं० 59, जालंधर शहर (पंजाब) 144 004	जल सेवा फेकल	आईएस 02692 : 89
107.	9126976	96/11	अरेन सीमेंट्स (प्रा०) लि०, हंसी-तोशम रोड, गांव हाजमपुर, तहसील : हंसी	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
108.	9126572	96/11	भारत स्पन पाइप कं० (पीबी) प्रा.लि. बाइपास, जी०टी० रोड, जालंधर 144 004	पूर्व डलित कंक्रीट पाइप (प्रचलन सहित और रहित)	आईएस 00458 : 88
109.	9127069	96/11	प्रकाश इंडस्ट्रीज लि०, जीटी रोड, राया, अमृतसर	पेयजल आपूर्ति हेतु सीवरोक्ति पीपीसी फिटिंग की अविशिष्ट भाग 1 सामान्य अपेक्षाएं	आईएस 10124 : 88 भाग 01
110.	9126370	96/11	पिम्पोनियर पेस्टीसाइड्स प्रा० लि० 115, इंडस्ट्रियल एरिया, जिला सोलन, बादी (हि०प्र०)	ड्यूटाक्लोर पायसनीय सांद्र	आईएस 09356 : 80
111.	9126471	96/11	पिम्पोनियर पेस्टीसाइड्स प्रा० लि०, 115, इंडस्ट्रियल एरिया, जिला सोलन, बादी (हि०प्र०)	क्लोरोपाइरीफास पायसनीय सांद्र	आईएस 08944 : 78
112.	9127170	96/11	युन्देलखण्ड पैकेजिंग प्राइवेट लि०, डी-16, इंडस्ट्रियल एरिया, बिजौली, भांसी	फायबर बोर्ड की पेटियां भाग 1 फायबर बोर्ड की नालीदार पेटियां	आईएस 02771 : 90 भाग 01
113.	9127271	96/11	एम० कुमार उद्योग 13, गांधी ग्राम, जी०टी० रोड, कानपुर	पुलिस दल के लिए आधात्मिक हेलमेट	आईएस 09562 : 80

1	2	3	4	5	6
114.	9127473	96/11	सिलिको बाणसी कं०, आगरा मथुरा रोड, सिकन्दा, आगरा 282 007	गहराई से पानी निकालने के हथ- बरमें	आईएस 09301: 90
115.	9122160	96/11	खण्डेलवाल सीमेंट लि०, गांव : बरकापुर पीलीभित रोड, बरेली	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 00269: 89
116.	9125974	96/11	कुमाऊ टाइल्स एण्ड एलाइड प्रोडक्ट्स, मोटा हालू, बरेली रोड, हल्द्वानी, नैनीताल	सीमेंट कंक्रीट की फर्श बिछाने वाली टाइलें	आईएस 01237: 80
117.	9124467	96/11	श्री हनुमान इंडस्ट्रीज, ओपियम बिल्डिंग, मुगल सराय, वाराणसी	अपशिष्ट और संवातन के लिये रेत के सांचों में ढले लोहे के सिप- गॉट और सॉकेट पाइप, फिटिंग और सहायकांग	आईएस 01729 : 79
118.	9128071	96/11	सीतापुर प्लाइवुड वैन्यूफेक्चरर्स लि०, सीतापुर केन्ट, लखनऊ रोड, सीतापुर	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाइवुड सतहयुक्त पल्ले	आईएस 02202: 91 भाग 01
119.	9126168	96/11	टैक्नो प्लास्टिक्स एच-1 एवं 2 इंडस्ट्रियल एरिया-1, सुल्तानपुर रोड, राईबरेली राईबरेली 229 010	बिजली के प्रयोजनों के लिये दाब संवेदी आसंजी टेप	आईएस 07834: 87
120.	9122059	96/11	विद्या प्लाइवुड प्रा० लि०, गांव लालपुर पोस्ट बखरीली, जलालाबाद, शाहजहांपुर	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड सतहयुक्त पल्ले	आईएस 02202: 91 भाग 01
121.	9128980	96/11	अरित सीमेंट इंड०; सी-2, पी-3, सेक्टर 22; जगदीशपुर इंड० एस्टेट, जगदीशपुर, सुल्तानपुर	पोर्टलैंड स्लेग सीमेंट	आईएस 00455: 89
122.	9126067	96/11	एक्सेल प्लास्टिक्स, डी-4, इंड० एस्टेट, तालकटोरा, लखनऊ 226 005	पेयजल आपूर्ति हेतु सीवरोचित पीवीसी फिटिंग की विशिष्टि	आईएस 10124: 88
123.	9124366	96/11	गोयल केमीकल्स, 188 नागौर गोंडा रोड, भरोच 271 801	मैथाइल पैराथियान भुरकन पाउडर	आईएस 08960: 78
124.	9126774	96/11	गोयल केमीकल्स, 188 नागौर गोंडा रोड, भरोच 271 801	मैलाथियॉन भुरकन चूर्ण	आईएस 02568: 78
125.	9124871	96/11	पुष्कर पेंट इंडस्ट्रीज; 19 बां किंमी स्टोन, राईबरेली रोड, मोहनलाल गंज, लखनऊ	सीमेंट रोगम	आईएस 05410: 92
126.	9126269	96/11	टैक्नो प्लास्टिक एच-1, 2, इंडस्ट्रियल एरिया-1, सुल्तानपुर रोड, राईबरेली राईबरेली 229 010	पेयजल आपूर्ति हेतु सीवरोचित पीवीसी फिटिंग की विशिष्टि	आईएस 10124: 88

(1)	(2)	(3)	(4)	(5)	(6)
127.	9123364	96/11	यू० पी० एस्बेस्टॉस लि०, मोहालालगंज, लखनऊ	पोर्टलैंड पोजोलाना सीमेंट भाग 1 फ्लाईएश आधारित	आईएस 01489 : 91
128.	9123667	96/11	यू० पी० ए स्बेस्टॉस लि०, मोहालालगंज लखनऊ	पोर्टलैंड स्लेग सीमेंट	आईएस 00455 : 89
129.	9129073	96/11	मै० वाम ऑर्गेनिक केमिकल्स लि० भारतीय ग्राम 244 233 मुरादाबाद 244 223	मोटर वाहनों के लिये केबल	आईएस 02645 : 75
130.	9126673	96/11	ए सी ई स्टील्स प्रा० लि० 1, मुजेस्तर, फरीदाबाद	पानी गर्म करने के इन्टेंट हीटर	आईएस 08978 : 92
131.	9127675	96/11	मेट्रो सीमेंट्स प्रा० लि० गांव बावला, तहः नूल; सबतहसील : तौरू गुड़ गांव	एस्बेस्टॉस एसपी	आईएस 12916 : 90
132.	6064965	96/11	सूर्य सूर्या इन्डस्ट्रिज 307-ए, इलाहियातम रोड, पीलामेडू, कोयम्बतूर, 641 004	धनात्मक विस्थापन टाइप वायु संयोजकों और निवारकों (एक्जस्टर) को परीक्षण करने की रीति संहिता	आईएस 05456 : 85
133.	8171471	96/11	मनोज इलेक्ट्रिकल्स 3731/2 कन्हैया नगर, लीनगर, दिल्ली 110 035	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक भाग 02 अपेक्षाएं खंड 3 विद्युत इस्तरी खंड 03	आईएस 00302 : 92
134.	9129376	96/11	बी एंड एच इलेक्ट्रोड्स प्रा० लि०, गांव सदापुरा, बारवला रोड, जिला पटियाला, डेराबरसी (पंजाब)	हस्त्य धातु आर्क वेल्डिंग के लिये आवृत्त कार्बन और कार्बन मैंगनीज इस्पात इलेक्ट्रोड	आईएस 00814 : 91
135.	9128172	96/11	रतन सीमेंट्स गांव एव पोस्ट सोहना; जिला अम्बाला, (हरियाणा)	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
136.	9128273	96/11	ब्रारा केमिकल एंड प्रा० लि०, 625, मॉडर्न इंडस्ट्रियल एस्टेट, जिला रोहतक, बहादुरगढ़	मोनोक्रोटोफॉस एसएल	आईएस 08074 : 90
137.	91232668	96/11	सरस्वती सीमेंट्स (प्रा० लि०) मन्थानपल (कलाम्ब) जिला सिरमौर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
138.	9129275	96/11	सत्याश्री सीमेंट उद्योग प्रा० लि० पोंटा साहिब 173 025	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
139.	9129477	96/11	डारिस्क, इन्वेक्टीसाइड्स लि०, प्लॉट नं० 2, एम आई ई, बहादुरगढ़ (हरियाणा) 124 507	ब्यूटाक्लोर पायसनीय सांद्र	आईएस 09356 : 80
140.	9133670	96/11	आर डी सीमेंट इंडस्ट्रीज प्रा० लि० प्लॉट नं० 128, 128 ग्राम चराबा, पोस्ट करी सुखौली, राइबरेली तहः महाराजगंज, बछारवन	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 00269 : 89

[सं. के. प्रवि/13:11]

जे. वेक्टरमन, अपर महानिदेशक

**MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS & PUBLIC DISTRIBUTION
(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 30th June, 1999

S.O.2004.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

THE SCHEDULE

Sl. No.	Licence No.	Operative Date	Name & address (factory) of the party	Title of the standard	IS:No./Part/Sec & Year
1	2	3	4	5	6
1.	5068968	96/11	CRM Steels Pvt. Ltd. Maity Para, Delhi Road, Dankuni, Dist. Hooghly, West Bengal	Steel for general structural purposes (Fourth revision) (supersedes IS 225:1975) (Amendment No. 1)	IS 02062:92
2.	5069364	96/11	Rashtra Cement Co. Ltd. Andul Road, Baltikuri, Howrah, West Bengal 711 109	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89
3.	5069667	96/11	Durgapur Polymers (P) Ltd. N.N. Bose Road, Durgapur, Burdwan 713211	Fabricated PVC fittings for potable water supplies: Part 2 Specific requirements for sockets (first revision)	IS 10124:88 Part 02
4.	5069566	96/11	Laser Cables Pvt. Ltd. 8, Girish Ghose Road Patipukur, Calcutta 700048	PVC insulated (heavy duty) electric cables Part 1 for working voltages upto and including 1 100 V (Third revision)	IS 01554:88 Part 01
5.	5069465	96/11	Technogenics 209, Picnic Garden Road Calcutta 700 039	Intrinsically safe electrical apparatus and circuits (first revision)	IS 05780:80
6.	5069869	96/11	Sunray Battery Works, Bhanpur, P.O. Bhanpur, Dist. : Cuttack Cuttack, Orissa 753 011	Lead-acid storage batteries for motor vehicles (Amendments 3)	IS 07372:74
7.	5069263	96/11	Rishi Cement Co. Ltd. P.O. Bharechnagar, Distt. Hazaribagh (Bihar), Rly Stn Ranchi Road (E. Rly) Bihar 829122	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89
8.	6114752	96/11	Jeyabharath Enterprises, Nethaji Road, MDR Nagar Chokal Inagapuram Aruppukottai 662101	Solid bio-mass CHULHA: Part 1 Portable (metallic) (Amendments 2)	IS 13152:91 Part 01

1	2	3	4	5	6
9.	6114651	96/11	National Iron Works 26/8, Chinthamani Road, Madurai 625 001	Solid bio-mass CHULHA: Part 1 Portable (metallic) (Amendments 2)	IS 13152:91 Part 01
10.	6115956	96/11	Sarathy Industries 3/88, Mount Poonamallee High Road, Madras 600 089	Dry powder for fire fighting (first revision) (Amendments 3)	IS 04308:82
11.	6115350	96/11	Swathi Machine Tools C-14, SIDCO Indl. Estate Hosur 635 126	Solid bio-mass CHULHA: Part 1 Portable (metallic) (Amendments 2)	IS 13152:91 Part 01
12.	6114045	96/11	Balaji Drum Works 3/10 Seshachala Gramani Garden Street Tollgate Madras 600019	Bitumen drums (third revision)	IS 03575:93
13.	6113346	96/11	Drums & Barrels (Madras) Private Ltd. 5-A, Vaidyanathan Street Tondiarpet Madras 600 081	Bitumen drums (third revision)	IS 03575:93
14.	6115754	96/11	Jain Cable Industries Pvt. Ltd. F-71, Sipcot Indl. Complex Gummidipundi 601 201	PVC insulated (heavy duty) electric cables: Part 1 For working voltages upto and including 1 100 V (Third revision)	IS 01554:88 Part 01
15.	6115148	96/11	Stump Schuele & Somappa Ltd. P.B. No. 1905, Bull Temple Road Bangalore 560 019	Shunt capacitors for power systems (second revision) (Amendments 4)	IS 02834:86
16.	6114348	96/11	Haripriya Cement Pedatativada Village Danakada Mandal Vizainagaram Vizainagaram	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89
17.	6115855	96/11	Jayalakshmi Pulverisers Plot No. 45 & 46 IDA, Venkatadripalem Nalgonda Miryalaguda	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
18.	6116251	96/11	Mediline Instruments Pvt. Ltd. Plot No. B1 Electronic Complex Ranga Reddy Kushaiguda	Diagnostic medical X-ray equipment: IS 07620:86 Part 1 General and safety requirements	Part 01
19.	6116150	96/11	Nagarjuna Pump Inds Shed No. D-22, IDA, Medchal RR District	Submersible pumpsets (first revision) (Amendments 3)	IS 08034:89

1	2	3	4	5	6
20. 6114247	96/11	Prathima Extrusions Pvt. Ltd. Bonthapally Village Ginnaran Mandal Medak Dist.	Asbestos cement pressure pipes (Third revision)	IS 01592:89	
21. 6114954	96/11	Sundar Cements Pvt. Ltd. Plot No. 40, E Block Auto Nagar Visakhapatnam 530 012	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
22. 6115249	96/11	Soft Foam Inds. Pvt. Ltd. S.No. 852, Medchal Indl. Area, R.R. District 501401	Flexible polyurethane foam for domestic mattresses	IS 07933:75	
23. 6114853	96/11	Sri Sampath Vinayak Cements Pvt. Ltd., Plot No. 191 Pedaganti- yada Indl. Estate, Balacheruvu Road, Visakhapatnam Visakhapatnam	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89	
24. 6114449	96/11	Sri Srinivas Industries Survey No. 352 Ramapuram X Road Nallabandagudem Nalgonda Kodad	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
25. 6115653	96/11	Thirumala Pulverisers 22 & 23, IDA, Venkateswarpalem Miryalaguda Nalgoanda District 508 207	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
26. 6116857	96/11	Haritha Irrigation Products Pvt. Ltd. Plot No. 130/1 IDA, Phase II Cherlapally Hyderabad 500 051	High density polyethylene pipes for potable water supplies; sewage and industrial effluents (third revision)	IS 04984:87	
27. 6113851	96/11	Hindustan Metal Industries A 9, Indl. Estate Moulali Hyderabad 500 040	Horizontally cast iron double flanged pipes for water, gas and sewage (first revision)	IS 07181:86	
28. 6113447	96/11	J. J. Spun Pipe Inds. Post Box No. 54 Arasapally Village Nizamabad 503 001	Cast iron detachable joints for use with asbestos cement pressure pipes (first revision) (Amendment 1)	IS 08794:88	
29. 6113952	96/11	Lalitha Metals A 2, APIE, Auto Nagar Visakhapatnam 530 012	Cast iron detachable joints for use with asbestos cement pressure pipes (first revision) (Amendment 1)	IS 08794:88	
30. 6113649	96/11	Shri Balaji Iron Foundry P-2, Indl. Devel. Area, NA Haram, Hyderabad 501 507	Horizontally cast iron double flanged pipes for water, gas and sewage (first revision)	IS 07181:86	

1	2	3	4	5	6
31. 6115047	96/11	Sundar Cements Pvt. Ltd. Plot No. 40, E Block Auto Nagar, Visakhapatnam 530 012	Portland slag cement (fourth revision) (Amendments 3)	IS 00455:89	
32. 6116049	96/11	Sunglow Electricals Pvt. Ltd. Plot No. 70, Phase III IDA Jeedimetla Hyderabad 500 855	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	
33. 6115451	96/11	Induction Electric P.M.C. 10-44, Kandoth Payyanur 670 307	Jet centrifugal pump combination (Amendments 2)	IS 12225:87	
34. 6115552	96/11	Suryakiran Pvt. Ltd. Development Area Binanipuram PO, Edayar 683 502	Solar flat plate collector: Part 1 Requirements (first revision) (Amendments 2)	IS 12933:92 Part 01	
35. 6114550	96/11	VNS Chemicals Pvt. Ltd. SF No. 38/1, D.No. 24-D, BP Agraharam Bhavani Main Road Erode 638 005	Bleaching powder, stable (second revision)	IS 01065:89	
36. 6117051	96/11	Airtek 29C/24 SF No. 498/2 Sowripalayam Road Coimbatore, Tamilnadu 641 028	Motors for submersible pump sets (Amendment 1)	IS 09283:79	
37. 7119060	96/11	Sun Irrigation Systems Pvt. Ltd. 21, D, 2nd Phase Hatakangal Kolhapur District	Unplasticised PVC pipse for potable water supplies (second revision) (Amendment 1)	IS 4985:88	
38. 7118664	96/11	Swayambhu Industries Ltd. K-37 & 38 MIDC Indl. Area Hingna Road Nagpur 440 016	Unplasticised PVC pipes for portable water supplies (second revision) (Amendment 1)	IS 04985:88	
39. 7118462	96/11	Digganth Steel Industries and Engg. Works Plot No. 8 & 27 Eastern Indl. Estate Kalmana Nagpur 440 008	Steel for general structural purposes (Fourth revision) (supersdes IS 225: 1975) (Amendment No. 1)	IS 02062:92	

1	2	3	4	5	6
40. 7117662	96/11	Jain Irrigation Systems Ltd. Jain Fields N.H. No. 6 P.O. Box 72 Bamehori Distt. Jaogaon	Polyethylene pipes for sprinkler irrigation systems: Part 1 Pipes	IS 14151:94 Part 01	
41. 7119363	96/11	Maru Industries B-2, Shukla Indl. Estate Opp: Ajit Glass Raghavendra Mandir Road Jogeshwari (W) Bombay 400102	Bayonet lamp holders (Third revision) (Amendments 2)	IS 01258:87	
42. 7117561	96/11	Mahavir Tin Inds. Opp. B.K. No. 1893 Sec. 40, Ulhasnagar Distt. Thane 421005	Burner for oil pressure stoves and oil pressure heaters (first revision) (Amendment 1)	IS 08808:86	
43. 7117965	96/11	Nitin Industries 29, Vadhani Indl. Estate 2nd Floor L.B.S. Marg Opp. Shreyans Anema Ghatkopar (W), Bombay 400086	Portable chemical foam fire extinguisher (third revision)	IS 00933:89	
44. 7118058	96/11	Nitin Industries 29, Vadhani Indl. Estate 2nd Floor L.B.S. Marg, Opp. Shreyans Anema Ghatkopar (W), Bombay 400086	Specification for portable fire Extinguisher water type (soda acid) (third revision)	IS 00934:89	
45. 7118159	96/11	Nitin Industries 29, Vadhani Indl. Estate 2nd Floor L.B.S. Marg Opp : Shreyans Anema Ghatkopar(W), Bombay 400086	Portable fire extinguishers, dry powder (cartridge type) (Third Revision (Amendment No. 1)	IS 02171:85	
46. 7118260	96/11	Nitin Industries 29, Vadhani Indl. Estate 2nd Floor L.B.S. Marg Opp. Shreyans Anema Ghatkopar (W), Bombay 400086	Fire extinguisher, carbon dioxide type (portable and trolley mounted) (second revision) (Amendment 1)	IS 02878:86	
47. 7118361	96/11	Nitin Industries 29, Vadhani Indl. Estate 2nd Floor L.B.S. Marg Opp. Shreyans Anema Ghatkopar (W), Bombay 400086	Portable fire extinguisher, water type (gas cartridge) (third revision)	IS 00940:89	

1	2	3	4	5	6
48. 7119565	96/11	Pest Control (India) Pvt. Ltd. A-6, Mira Indl. Estate 10/11, MIDC Area Mira 401 104 Distt. Thana	Heptachlor emulsifiable concentrates (first revision) (Amendments 2)	IS 06439:78	
49. 7119464	96/11	Rashoki Control Cables No. 15, Sarvodaya Indl. Estate Opp. Mahakali Caves Road Andheri (East) Bombay 400 093	Bayonet lamp holders (Third revision) (Amendments 2)	IS 01258:87	
50. 7119262	96/11	Resotech Engineering Industries W-10(A), MIDC Area Latur 413531	Monoset pumps for clear, cold water for agricultural purposes (first revision) (Amendments 2)	IS 09079:89	
51. 7119161	96/11	Supernex Equipments D-2A, Ghatkopar Indl. Estate L.B.S. Marg Ghatkopar (W) Bombay 400 086	Gas cartridges for use in fire extinguishers (second revision) (Amendments 4)	IS 04947:85	
52. 7120247	96/11	Global Electrodes Pvt. Ltd. 151 152/2 GIDC Industrial Estate Near Deepak Oil Mill Naroda Ahmedabad 382330	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth revision)	IS 00814:91	
53. 7119767	96/11	Koteshwar Chemfood Industries Survey No. 155/1 Near Kandla Free Trade Zone Village Kidana Taluka Anjar Kutch 370201	Iodized salt (first revision) (Amendments 2)	IS 07224:85	
54. 7119868	96/11	Mahima Trading and Investments Private Ltd. Madhubhai Mill Compound Behind Meter Gauge Rly. Station Saraspur Ahmedabad 380018	Iodized salt (first revision) (Amendments 2)	IS 07224:85	
55. 7120045	96/11	National Pumps 1301/4 Phase 4 GIDC Industrial Estate Naroda Ahmedabad 380330	Submersible pumpsets (first revision) (Amendments 3)	IS 08034:89	
56. 7120146	96/11	Sree Sainth Fibres Private Limited Survey No. 205/10(7) Hingraj Industrial Estate Near Water Supply Scheme Village Dhabel Nani Daman (Union Territory) 396210	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	

1	2	3	4	5	6
57.	8172978	96/11	Decent Cable Industries WZ-275, 1st Floor, Shakarpur Village, Delhi 110034	PVC Insulated cables for working voltages upto and including 1100V (third revision) (Amendment No. 1 to 4)	IS 00694:90
58.	8172372	96/11	Elpar Electrical Industries 125, Village Tihar, New Delhi 110018	Propeller type ac ventilating fans (first revision) (Amendments Nos. 6)	IS 02312:67
59.	8172776	96/11	East West Switchgear Industries B-65, Gate No. 2, Naraina Indl. Area, Phase II, New Delhi 110028	Switches for domestic and similar purposes (first revision) (Amend- ments 3)	IS 038 54:88
60.	8170873	96/11	Gupta Engineers 18/15, Basant Nagar, Kishan Ganj, Delhi 110007	Safety of household and similar electrical appliances: Part 2 Parti- cular requirements, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03
61.	8170065	96/11	G.M. Precision Pvt. Ltd. Khasra No. 52/7, Plot No. 6, Master Vijender Singh Lane, Village Prahaladpur, Delhi 110042	Electric irons (fourth revision)	IS 00366:91
62.	8173071	96/11	Intec Electricals (P) Ltd. Intec House, CB-222, Ring Road, Naraina, New Delhi 110028	Electric instantaneous water heaters (second revision) (Amendment 1)	IS 08978:92
63.	8169989	96/11	Malbro Appliance (P) Ltd. K-91, Upper Floor, Udyog Nagar, Rohtak Road, New Delhi 110041	Stationary storage type electric water heaters (third revision) (Amend- ment 1)	IS 02082:93
64.	8173172	96/11	Prabhat Electricals (India) 1735/126, Shanti Nagar, Tri Nagar, Delhi 110035	Mineral filled sheathed heating ele- ments (second revision) (Amend- ments 6)	IS 04159:83
65.	8169181	96/11	Remson Appliances (P) Ltd. 1071-72, Gali Zamir Wali, Nawab Ganj, Delhi 110006	Electric radiators (third revision)	IS 00369:92
66.	8172877	96/11	Suraj Cables Khasra No. 59/16, P.O. & Village Rithala, Delhi 110085	PVC Insulated cables for working voltages upto and including 1100V (third revision) (Amendment No. 1 to 4)	IS 00694:90

1	2	3	4	5	6
67. 8169585	96/11	Sumit Enterprises 910/466, Main Road, Haiderpur, Delhi 110042	PVC insulated (heavy duty) electric cables : Part 1 For working volt- ages upto and including 1100 V (Third revision)	IS 01554:88 Part 01	
68. 8170570	96/11	S. Kumar Electricals 139, Gali No. 1, Shalimar Village, Delhi 110052	Safety of household and similar electrical appliances, Part 2, Parti- cular requirments, Sec 3 Electric iron	IS 00302:92 Part 02 Sec 03	
69. 8172473	96/11	S. Kumar Electricals 139, Gali No. 1, Village Shalimar, New Delhi 110052	Electric immersion water heaters (fourth revision)	IS 00368:92	
70. 8170974	96/11	Shri Shiv Industries 9/18 & 19, Bazar Street, Vishwas Nagar, Shahdara, Delhi 110032	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment No. 1 to 4)	IS 00694:90	
71. 8171067	96/11	Shiva Tiles and Marbles Co. Plot No. 1 Gali No. 4 Burari Road Saroop Nagar Delhi 110042	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246:92	
72. 8170671	96/11	Usha Electricals 2624, Mahabir Bazar, Teliwara, Delhi 110006	Mineral filled sheathed heating ele- ments (second revision) (Amendments 6)	IS 04159:83	
73. 8173273	96/11	Vir Electricals 19/267 A, Opp. Sarai Basti Bus Stand, Old Roh tak Road, Sarai Rohilla, Delhi 110035	PVC insulated (heavy duty) electric cables: Part 1 For working voltages upto and including 1100 V (Third revision)	IS 01554:88 Part 01	
74. 8171168	96/11	Welco Rubber Industries 29/16, Village Libaspur, P.O. Badli, Delhi 110042	Welding cables (first revision)	IS 09857:90	
75. 8170368	96/11	Har Narain Tubes WZ-754 A, Sudershan Park New Delhi 110015	Electric immersion water heaters (fourth revision)	IS 00368:92	
76. 8170469	96/11	Har Narain Tubes WZ-754 A, Sudershan Park New Delhi 110015	Safety of household and similar electrical appliances : Part 2 Particular requirements Sec 201 Electric immersion water heater.	IS 00302:92 Part 02 Sec 201	

1.	2.	3.	4.	5.	6.
77. 8170267	96/11	B. R. Electrical WP-167, Wazirpur Village, Ashok Vihar Delhi 110052	Safety of household and similar electrical appliances : Particular requirements, Sec 3 Electric iron.	IS 00302:92 Part 02 Sec 03	
78. 8169686	96/11	Guardian Cables & Conductors (P) Ltd. Khasra No. 14/24, Village Nangli Poona, G.T. Karnal Road, Delhi 110036	PVC insulated (heavy duty) electric cables: Part 1 For working vol- tages upto and including 100 V (Third revision)	IS 01554:88 Part 01	
79. 8170166	96/11	G.M. Precision Pvt. Ltd. Khasra No. 52/7, Plot No. 6, Master Vijender Singh Lane, Village Prahladpur, Delhi 110042	Safety of household and similar electrical appliances : Particular requirements, Sec 3 Electric iron.	IS 00302:92 Part 02 Sec 03	
80. 8172675	96/11	Intec Electricals (P) Ltd. Intec House, CB-222, Ring Road, Naraina, New Delhi 110028	Stationary storage type electric Water heaters (third revision) (Amendment 1).	IS 02082:93	
81. 8172271	96/11	Nagpal Electric & Radio Co. C-108, Naraina Indl. Estate Phase-I, New Delhi 110028	Mineral filled sheathed heating elements (second revision) (Amendments 6)	IS 04159:83	
82. 8170772	96/11	Pratiksha Electricals (India) 3004-A, Sant Nagar Shakur Basti Delhi 110034	Switches for domestic and similar purposes (first revision) (Amendments 3)	IS 03854:88	
83. 8169282	96/11	Remson Appliances (P) Ltd. 10071-72, Gali Zamir Wali, Nawab Gang, Delhi 110006	Safety of household and similar electrical appliances: Part 2 Particular requirements, Sec 30 Electric radiators (Amendment 1)	IS 00302:92 Part 02 Sec 30	
84. 8171370	96/11	Sahdeo Industries R-97/1A, Ramesh Park Laxmi Nagar Delhi 110092	Stationary storage type electric water heaters (third revision) (Amendment 1)	IS 02082:93	
85. 8172574	96/11	S. Kumar Electricals 139, Gali No. 1, Village Salimar, New Delhi 110052	Safety of household and similar electrical appliances: Part 2 Particular requirements, Sec 201 Electric immersion water heater.	IS 00302:92 Part 02 Sec 201	
86. 8171673	96/11	Aero Agro Chemical Industries Ltd. 427/3 Bhanpuri Industrial Area Bhanpuri Raipur 493221	2, 4-D Sodium, salt technical (third revision) (Amendment No. 1)	IS 01488:89	

1	2	3	4	5	6
87. 8171572	96/11	Jayam Pharmaceuticals (P) Ltd, 166-167 New Industrial Area Sector II Raisen Mandideep	Chlorine tablets (first revision)	IS 09825:93	
88. 8172069	96/11	Jindal Strips Limited Kharsia Road P.Bi No. 16 Raigarh	Carbon steel cast billet ingots, billets, blooms and slabs for re- rolling into steel for general structural purposes (second revision)	IS 02830:92	
89. 8171875	96/11	Mimani Wires Pvt. Ltd. Mhow Neemuch Road Pithampur	Enamelled round winding wires: Part 5 Wires for elevated tem- peratures (Amendments 7)	IS 04800:68 Part 05	
90. 8172170	96/11	P & T Electrodes Asarwad Bujurg Nemavar Road Indore	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth revision)	IS 00814:91	
91. 8168886	96/11	Shri Maruti Cements Village Sirlay P.B. No. 24 Indore Road Indore Barwaha	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
92. 8171774	96/11	Sarunda Polymers Bikaner Road Bikasar (Nokha) Bikaner Bikaner	Enamelled round winding wires: Part 5 Wires for elevated tem- peratures (Amendments 7)	IS 04800:68 Part 05	
93. 8171976	96/11	Devshree Cement Ltd. Village & Post Office: Bilara, Jodhpur Bilara	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89	
94. 9128677	96/11	ADM Industries Globe Colony, Near Gujja peer Jalandhar (Punjab) 144004	Copper alloy gate, globe and check valves for water works purposes (Fourth revision) (Amendments)	IS 00778:84	
95. 0125065	96/11	Athwaria Industries Plot No. 620, Modern Indl. Estate Phase-I, Pocket 'A', Distt.- Rohtak Bahadurgarh, (Haryana)	Steel butt hinges (sixth revision)	IS 01341:92	
96. 9125671	096/11	Aakash Tubes Pvt. Ltd. 4, KM Stone Jind Road Narwana 126116	Unplasticised PVC pipes for Potable water supplies (second revision) (Amendment 1)	IS 04985:88	
97. 9127574	96/11	Agro Valves D-35 Focal Point Extn.. Jalandhar City (Punjab)	Copper alloy gate, globe and check valves for water works purposes (Fourth revision) (Amendments)	IS 00778:84	

1	2	3	4	5	6
98.	9127877	96/11	Bayer (India) Ltd. Chandigarh Ropar Road Teh, Kharar, Distt. Ropar Khanpur (Punjab)	Methyl parathion emulsifiable concentrates (first revision) (with amendment No. 5)	IS 02865:78
99.	9127875	96/11	Faradys Engineering Industries Pvt. L ^{td} . Vill; Kulhariwala, Parwanoo Road, Distt. Solan Barotiwala (HP)	Welded low carbon steel cylinder exceeding 5 litre water capacity for low pressure liquifiable gases; Part I Cylinders for liquefied petroleum gas (LPG) (fourth revision)	IS 03106:92
100.	9125166	96/11	Grover Constn. Enterprises Vill: Chaura, Block Gharonda, Distt. Karnal (Haryana)	Precast concrete pipes (with and without reinforcement) (third revision (Amendments 2)	IS 00458:88
101.	0127776	96/11	Mahalakshmi Cement Works 8 KM Stone, Hansi-Tosham Road, Teh. Hansi Vill: Hazampur (Haryana)	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
102.	9128475	96/11	Nav Durga Cement Works Bholluwala Road Faridkot (Punjab) 151203	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
103.	9125570	96/11	Narmuk System 94, Phase IX Indl. Focal Point, Distt. Ropar Sas Nagar, Mohali (Punjab)	Diagnostic Medical X-Ray equipment: Part 1 General and Safety requirements	IS 07620:86 Part 01
104.	9125772	96/11	Shakti Lubricants 323/171 & 354/90, Vill:Kheri Trilokpur Road, Distt. Sirmaur Kala AMB (HP)	New insulating oils (fourth revision)	IS 00335:93
105.	9128576	96/11	Valco International Opp: Tirupai Footwears, Basit Bawakhel, Kapurthala Road, Jalandhar City (Punjab)	Copper alloy gate, globe and check valves for water works purposes (fourth revision) (Amendments)	IS 00778:84
106.	9127372	96/11	V.K. Valves Pvt. Ltd., C-106, Focal Point Extn. Post Office Box No. 59 Jalandhar (Punjab) 144004	Ferrules for water services	IS 02692:89
107.	9126976	96/11	Aren Cements (P) Ltd. Hansi-Tosham Road, Village Hazampur Teh. Hansi	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112:89
108.	9126572	96/11	Bharat Spun Pipe Co. (PB) Pvt. Ltd., Bye-Pass G.T. Road Jalandhar 144 004	Precast concrete pipes (with and without reinforcement) (third revision) (Amendments 2)	IS 00458:88

1	2	3	4	5	6
109. 9127069	96/11	Prakash Industries Ltd. G.T. Road, Raya Amritsar	Fabricated PVC fittings for potable water supplies: Part I General requirements (first revision).	IS 10124:88 Part 01	
110. 9126370	96/11	Pioneer Pesticides Pvt. Ltd. 115, Industrial Area Distt. Solan Baddi (Himachal Pradesh)	Butachlor emulsifiable concentrates (Amendments 2)	IS 09356:80	
111. 9126471	96/11	Pioneer Pesticides Pvt. Ltd., 115, Industrial Area Distt. Solan Baddi (Himachal Pradesh)	Chlorpyrifos emulsifiable concentrates (Amendment 1)	IS 08944:78	
112. 9127170	96/11	Bundelkhan Packaging Private Ltd., D-16 Industrial Area Bijoli Jhansi	Fibreboard boxes : Part 1 Corrugated fibreboard boxes (second revision) (with Amendment No. 1).	IS 02771:90 Part 01	
113. 9127271	96/11	M Kumar Udyog 13 Gandhi Gram G.T. Road Kanpur	Non-metal helmet for police force (Amendments 4)	IS 09562:80	
114. 9127473	96/11	Silico Washers Co. Agra Mathura Road Sikandra Agra 282007	Deepwell hand pumps (third revision) (Amendments 2)	IS 09301:90	
115. 9122160	96/11	Khandelwal Cements Ltd. Village: Barkapur Pilibhit Road Bareilly	33 Grade ordinary portland cement (fourth revision) (Amendments 3)	IS 00269:89	
116. 9125974	96/11	Kumaon Tiles And Allied Products Mota Haldu Bareilly Road Haldwani Nanital	Cement concrete flooring tiles (First revision)	IS 01237:80	
117. 9124467	96/11	Shree Hanuman Industries Opium Building Mughal Sarai Varanasi	Sand cast iron spigot and socket soil waste and ventilating pipes, fitting and accessories (first revision) (Amendments 3)	IS 01729:79	
118. 9128071	96/11	Sitapur Plywood Manufacturers Ltd. Sitapur Cantt., Lucknow Road, Sitapur	Wooden flush door shutters (solid core type): Part 1 Plywood face panels (Fifth revision) (Amendment Nos. 2)	IS 02202:91 Part 01	

1	2	3	4	5	6
119. 9126168	96/11	Techno Plastics H-1 & 2, Industrial Area-1, Sultanpur Road, Rae Bareli Rae Bareli 229010	Injection moulded PVC fittings with solvent cement joints for water supplies	IS 07834:87	
120. 9122059	96/11	Vidya Plyboard Pvt. Ltd., Village : Lalpur P.O. : Dadraul Jalalabad Shahjahanpur Shahjahanpur	Wooden flush door shutters (solid core type): Part 1 Plywood face panels (Fifth revision) (Amend- ment Nos. 2)	IS 02202:91 Part 01	
121. 9128980	96/11	Arit Cement Inds. C-2, C-3, Sector 22 Jagdishpur Indl. Estate Jagdishpur Sultanpur	Portland slag cement (fourth revi- sion) (Amendments 3)	IS 00455:89	
122. 9126067	96/11	Excel Plastics D-4, Indl. Estate, Talkatora Lucknow 226 005	Fabricated PVC fittings for potable water supplies	IS 10124:88	
123. 9124366	96/11	Goel Chemicals 188, Nagaur Gonda Road Bahraich 271801	Methyl parathion dusting powders (Amendment 1)	IS 08960:78	
124. 9126774	96/11	Goel Chemicals 188, Nagaur Gonda Road Bahraich 271801	Malathion dusting powder (second revision) (with amendment No. 1)	IS 02568:78	
125. 9124871	96/11	Pushkar Paint Industries 19th Km Stone Raebareilly Road Mohanlal Ganj Lucknow	Cement paint (first revision) (Amend- ment 1)	IS 05410:92	
126. 9126269	96/11	Techno Plastics H-1 & 2, Industrial Area-1, Sultanpur Road, Rae Bareli Rare Bareli 229010	Fabricated PVC fittings for potable water supplies	IS 10124:88	
127. 9123364	96/11	U.P. Asbestos Ltd. Mohanlal Ganj Lucknow	Portland pozzolana cement Part 1 Flyash based (third revision)	IS 01489:89 Part 01	
128. 9123667	96/11	U.P. Asbestos Ltd. Mohanlal Ganj Lucknow	Portland slag cement (fourth revi- sion) (Amendments 3)	IS 00455:89	
129. 9129073	96/11	M/s Vam Organic Chemicals Ltd. Bhartiagram-244223 Moradabad 244223	Integral cement water proofing compounds (first revision) (Amend- ment No. 1)	IS 02645:75	
130. 9126673	96/11	A C E Wheels Pvt. Ltd., 1, Mujessar Faridabad	Electric instantaneous water heaters (second revision) (Amendment 1)	IS 08978:92	

1	2	3	4	5	6
131. 9127675	96/11	Metro Cements Pvt. Ltd., Village-Bawla, Tehsil-Nuh, Sub-Tehsil-Tauru, Gurgaon Tauru	Acephate SP		IS 12916:90
132. 6064965	96/11	Suriyaa Drives 307-A, Ellaithottam Road Peelamedu Coimbatore 641 004	Code of practice for testing of positive displacement type air compressors and exhausters (first revision)		IS 05456:85
133. 8171471	96/11	Manoj Electricals 3731/2, Kanhaiya Nagar, Tri Nagar, Delhi 110035	Safety of household and similar electrical appliances: Part 2 Parti- cular requirements, Sec. 3 Electric iron		IS 00302:92 Part 02 Sec. 03
134. 9129376	96/11	B & H Electrodes Pvt. Ltd., Vill: Saidpura, Barwala Road Distt. Patiala Derabassi (Punjab)	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth re- vision)		IS 00814:91
135. 9128172	96/11	Rattan Cements Vill: & PO Sohana Distt. Ambala (Haryana)	43 grade ordinary Portland cement (first revision) (Amendments 3)		IS 08112:89
136. 9128273	96/11	Dara Chemical Inds. Pvt. Ltd. 625, Modern Industrial Estate Distt. Rohtak Bahadurgarh	Monocrotophos SL (second revision)		IS 08074:90
137. 9132668	96/11	Soraswati Cements (Pvt) Ltd., Manthapal (Kalaamb) Distt. Sirmur	43 grade ordinary Portland cement (first revision) (Amendments 3)		IS 08112:89
138. 9129275	96/11	Satya Shree Cement Udyog Pvt. Ltd., Bhungarni Poanta Sahib 173 025	43 grade ordinary Portland cement (first revision) (Amendments 3)		IS 08112:89
139. 9129477	96/11	Darrick Insecticides Ltd. Plot No. 2, MIE, Bahadurgarh (Haryana) 124507	Butachlor emulsifiable concentrates (Amendments 2)		IS 09356:80
140. 9133670	96/11	R D Cement Industries Pvt. Ltd. Plot No. 128, Gram-Churawa, Post : Kurry Sudauli Rae Bareli Tehsil-Maharajganj, Bachharawan	33 Grade ordinary portland cement (fourth revision) (Amendments 3)		IS 00269:89

नई दिल्ली, 1 जुलाई, 1999

क्र० आ० 2005:—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण से भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे दिये गए मानक (कों) में संशोधन किया गया है/किये गये हैं।

अनुसूची

क्रम सं०	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
(1)	(2)	(3)	(4)
1.	आई एस 407:1981	संशोधन सं० 1 जून 1999	99-06-30
2.	आई एस 1264:1997	संशोधन सं० 1 जून 1999	99-06-30
3.	आई एस 1337:1993	संशोधन सं० 1 जून 1999	99-06-30
4.	आई एस 1528(भाग 15) : 1991	संशोधन सं० 1 मई 1999	99-05-31
5.	आई एस 1659:1990	संशोधन सं० 4 अप्रैल 1999	99-04-30
6.	आई एस 1989 (भाग 2) : 1986	संशोधन सं० 2 अप्रैल 1999	99-04-30
7.	आई एस 1992:1979	संशोधन सं० 1 जून 1999	99-06-30
8.	आई एस 2087:1988	संशोधन सं० 1 मई 1999	99-05-31
9.	आई एस 2346:1992	संशोधन सं० 2 मई 1999	99-05-31
10.	आई एस 2386 (भाग 7) : 1963	संशोधन सं० 1 जून 1999	99-06-30
11.	आई एस 2386 (भाग 8) : 1963	संशोधन सं० 1 जून 1999	99-06-30
12.	आई एस 2552:1989	संशोधन सं० 1 अप्रैल 1999	99-04-30
13.	आई एस 2556 (भाग 2) : 1994	संशोधन सं० 1 दिसम्बर 1998	98-12-31
14.	आई एस 2851:1983	संशोधन सं० 1 मई 1999	99-05-21

1	2	3	4	5	6
15.	आई एस 3156 (भाग 1) : 1992		संशोधन सं० 1 मई 1999		99-05-31
16.	आई एस 3748:1990		संशोधन सं० 2 जून 1999		99-06-30
17.	आई एस 5852:1996		संशोधन सं० 1 मई 1999		99-05-31
18.	आई एस 8154:1993		संशोधन सं० 1 अप्रैल 1999		99-04-30
19.	आई एस 8448:1989		संशोधन सं० 2 जून 1999		99-06-30
20.	आई एस 9573:1998		संशोधन सं० 1 मई 1999		99-05-31
21.	आई एस 10001:1981		संशोधन सं० 1 मई 1999		99-05-31
22.	आई एस 9592:1989		संशोधन सं० 1 जून 1999		99-06-30
23.	आई एस 10002:1981		संशोधन सं० 1 मई 1999		99-05-31
24.	आई एस 11170:1985		संशोधन सं० 2 मई 1999		99-05-31
25.	आई एस 11283:1985		संशोधन सं० 1 जून 1999		99-06-30
26.	आई एस 12065:1987		संशोधन सं० 1 मई 1999		99-05-31
27.	आई एस 12427:1988		संशोधन सं० 1 अप्रैल 1999		99-04-30
28.	आई एस 12786:1989		संशोधन सं० 3 मई 1999		99-05-31

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली 110002 क्षेत्रीय कार्यालयों नई दिल्ली, कलकत्ता, चण्डीगढ़, चेन्नई तथा मुम्बई एवं शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, नागपुर, पटना तथा तिरुवन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं० के० प्र बि/13:5]

ज० वेंकटरमन, अपर महानिदेशक

New Delhi, the 1st July, 1999

S.O. 2005.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that amendment (s) to the Indian Standard(s), particulars of which is/are given in the Schedule hereto annexed has/have been issued ;

SCHEDULE

Sl. No.	No. and Year of the Indian Standard(s)	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 407 : 1981	Amendment No. 1 June 1999	99-06-30
2.	IS 1264 : 1997	Amendment No. 1 June 1999	99-06-30
3.	IS 1337 : 1993	Amendment No. 1 June 1999	99-06-30
4.	IS 1528 (Part 15) ; 1991	Amendment No. 1 May 1999	99-05-31
5.	IS 1659 : 1990	Amendment No. 4 April 1999	99-04-30
6.	IS 1989 (Part 2) ; 1986	Amendment No. 2 April 1999	99-04-30
7.	IS 1992 : 1979	Amendment No. 1 June 1999	99-06-30
8.	IS 2087 : 1988	Amendment No. 1 May 1999	99-05-31
9.	IS 2346 : 1992	Amendment No. 2 May 1999	99-05-31
10.	IS 2386 (Part 7) : 1963	Amendment No. 1 June 1999	99-06-30
11.	IS 2386 (Part 8) : 1963	Amendment No. 1 June 1999	99-06-30
12.	IS 2552 : 1989	Amendment No. 1 April 1999	99-04-30
13.	IS 2556 (Part 2) : 1994	Amendment No. 3 December 1998	98-12-31
14.	IS 2851 : 1983	Amendment No. 1 May 1999	99-05-31

(1)	(2)	(3)	(4)
15.	IS 3156 (Part 1) : 1992	Amendment No. 1 May 1999	99-05-31
16.	IS 3748 : 1990	Amendment No. 2 June 1999	99-06-30
17.	IS 5852 : 1996	Amendment No. 1 May 1999	99-05-31
18.	IS 8154 : 1993	Amendment No. 1 April 1999	99-04-30
19.	IS 8448 : 1989	Amendment No. 2 June 1999	99-06-30
20.	IS 9592 : 1989	Amendment No. 2 June 1999	99-06-30
21.	IS 9573 : 1998	Amendment No. 1 May 1999	99-05-31
22.	IS 10001 : 1981	Amendment No. 3 May 1999	99-05-31
23.	IS 10002 : 1981	Amendment No. 1 May 1999	99-05-31
24.	IS 11170 : 1985	Amendment No. 2 May 1999	99-05-31
25.	IS 11283 : 1985	Amendment No. 1 June 1999	99-06-30
26.	IS 12065 : 1987	Amendment No. 1 May 1999	99-05-31
27.	IS 12427 : 1988	Amendment No. 1 April 1999	99-04-30
28.	IS 12786 : 1989	Amendment No. 3 May 1999	99-05-31

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, , New Delhi-110002 and Regional Offices ; New Delhi , Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices ; Ahmadabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Nagpur, Patna, Pune, Thiruvananthapuram .

[No. CMD/13 : 5]

J. VENKATARAMAN, Addl. Director General

खाद्य और उपभोक्ता मामले मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 9 जुलाई, 1999

का. आ. 2006.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (आकृति) नीचे दी गई है बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्यम यथार्थता (वर्ग III) वाली "ओ टी" शृंखला की अंकक प्रदर्शन सहित अस्वच्छालित मेजतल प्रकार के तोलन उपकरण के मॉडल का, जिसके ब्रांड का नाम "ओमकार" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैसर्स ओमकार स्केल्स, पंचवटी निवास, पाइप लाइन, असलफा गांधी घाटकोपार (पश्चिम) मुंबई-400 086 द्वारा किया गया है और जिसे अनुमोदन बिह आई एन डी/09/99/19 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल (आकृति देखें) मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 2 किलोग्राम और न्यूनतम क्षमता 10 ग्राम है। सत्यापन मापमान अन्तराल (ई) 500 मिली ग्राम है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। प्रदर्श प्रकाश उत्सर्जक डायोड प्रकार का है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10,000 (एन \leq 10,000) से कम या उसके बराबर है तथा जिसका "ई" मान $1 \times$ के/10, $2 \times$ के/10 और $5 \times$ के/10 है, के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(29)/94]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of Consumer Affairs)**

New Delhi, the 9th July, 1999

S. O. 2006.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the non-automatic weighing instrument of Table top type with digital indication of 'OT' series of Medium accuracy (class III) and with brand name "OMKAR" (hereinafter referred to as the Model) manufactured by M/s. Omkar Scales, Panchavati Niwas, Pipe Line, Asalfa Village, Ghatkopar, (W) Mumbai-400 086 and which is assigned the approval mark IND/09/99/19;

The Model (see figure) is a Medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 2 kg and minimum capacity is 10 g. It has a verification scale interval (e) of 500 mg. The instrument operates on 220 Volts, 50 Hertz alternate current power supply. The display is of light emitting Diode type.



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value to 1×10^k , 2×10^k and 5×10^k , k being positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principles, design and with the same materials with which, the approved Model has been manufactured.

[File. No. WM 21 (29)/94]

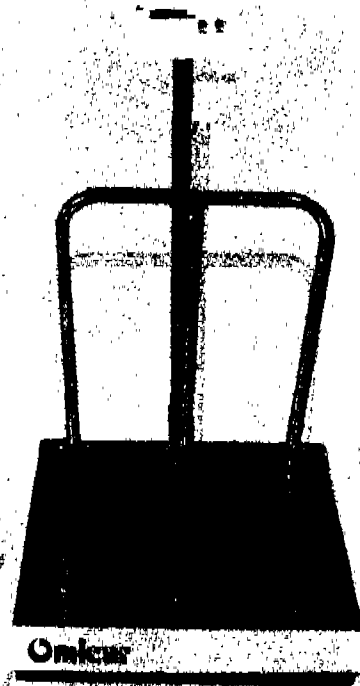
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 9 जुलाई, 1999

का. आ. 2007.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (आकृति) नीचे दी गई है बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्यम यथार्थता (वर्ग III) वाली "ओ पी" शृंखला की, स्वतःसूचक, अस्वचालित, इलेक्ट्रॉनिक, अंकक प्रदर्शन सहित अस्वचालित प्लेटफार्म प्रकार के तोलन उपकरण के माडल का, जिसके ब्रांड का नाम "ओमकार" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसका विनिर्माण मैसर्स ओमकार स्केल्स पंचवटी निवास, पाइप लाइन, असलफा गांव घाटकोपार (पश्चिम) मुंबई-400 086 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/99/18 सम्बन्धित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल (आकृति देखें) मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है, जिसकी अधिकतम क्षमता 100 किलोग्राम और न्यूनतम क्षमता 400 ग्राम है। स्थापन मापमान अन्तराल (ई) 20 ग्राम है। भार ग्राही वर्गाकार है जिसकी भुजाएँ 600 × 600 मिली मीटर है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। प्रदर्श प्रकाश उत्सर्जक डायोड प्रकार का है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिसके स्थापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10,000 (एन ≤ 10,000) से कम या उसके बराबर है तथा जिसका "ई" मान $1 \times \frac{1}{10}$; $2 \times \frac{1}{10}$ और $5 \times \frac{1}{10}$ है, के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू.एम-21(29)/94]

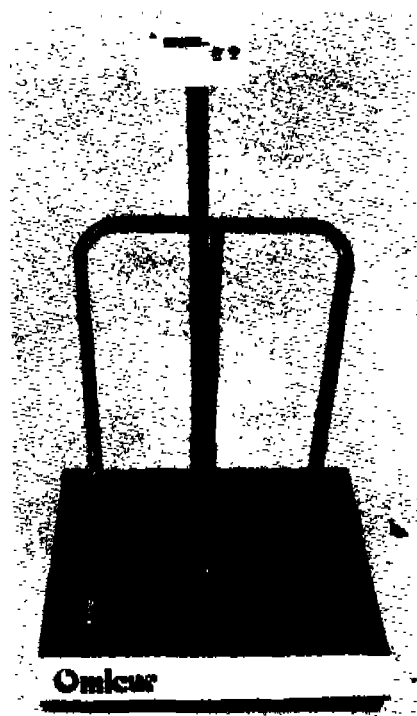
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th July, 1999

S. O. 2007.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the non-automatic weighing instrument of Platform type with digital indication of 'OP' series of Medium accuracy (class III) and with brand name "OMKAR" (hereinafter referred to as the model) manufactured by M/s. Omkar Scales, Panchavati Niwas, Pipe Line, Asalfa Village, Ghatkopar, (W) Mumbai-400 086 and which is assigned the approval mark IND/09/99/18:

The model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 100 kg and with minimum capacity is 400 g. It has a verification scale interval (e) of 20 g. The load receptor is of square shape section side with a diameter of 600 × 600 millimeter. The instrument operates on 230 Volts, 50 Hertz alternate current power supply. The display is of light emitting Diode type.



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value to $1 \times 10k$, $2 \times 10k$ and $5 \times 10k$, k being positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principles, design and with the same materials with which, the approved Model has been manufactured.

[File. No. WM 21 (29)/94]

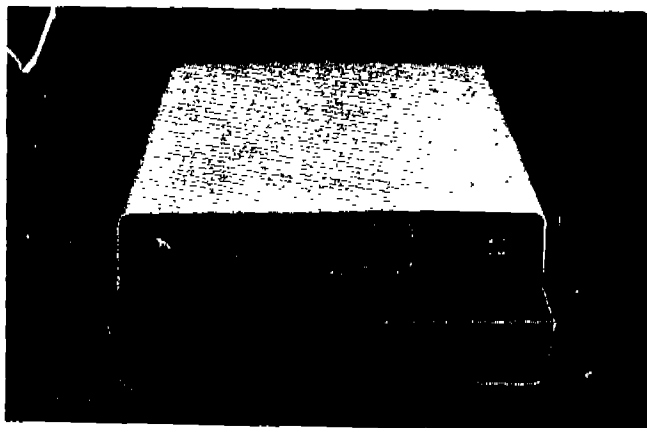
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 9 जुलाई, 1999

का. आ. 2008.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग III यथार्थता मध्यम यथार्थता वाली "टी डी सी" शृंखला की, स्वतःसूचक, अस्वचालित, इलेक्ट्रॉनिक, संपरिवर्तन किट तोलन मशीन के मॉडल का, जिसके ब्रांड का नाम "स्विफ्ट" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स तुला डिजिटल्स (इंडिया) प्राइवेट लिमिटेड, 302 गुरु नानक हाउस बी-9, रंजीत नगर कमर्शियल कम्प्लेक्स, नई दिल्ली-110008 द्वारा किया गया है और जिसे अनुमोदन विद्युत आई एन डी/09/98/212 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्य यथार्थता (यथार्थता वर्ग III) वाली "टी डी सी" शृंखला की, यांत्रिक तुला चौकी के अस्वचालित संपरिवर्तन किट है, जिसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 किलोग्राम है। सत्यापन मापमान अन्तराल (ई) 5 किलोग्राम है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यकरण वाला ऐसा तोलन उपकरण भी होगा, जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिसके सत्यापन मापमान का अन्तराल (एन) की अधिकतम संख्या 10,000 (एन $\leq 10,000$) से कम या उसके बराबर है तथा जिसका "ई" मान 1, 2, 5 शृंखला का है।

[फा. सं. डब्ल्यू एम-21(38)/96]

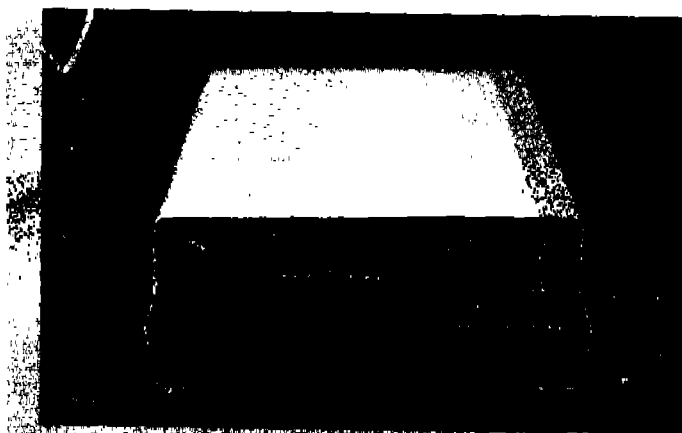
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th July, 1999

S. O. 2008.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the non-automatic electronic conversion kit weighing machine of TDC series belonging to class III accuracy and with brand name "SWIFT" (herein referred to as the Model) manufactured by M/s Tula Digital (India) Private Limited, 302, Guru Nanak House, B-9, Rajni Nagar Commercial Complex, New Delhi-110008, and which is assigned the approval mark IND/09/98/212.

The said Model is a non-automatic conversion kit for Mechanical Weighbridge of "TDC" series belonging to class III accuracy (Medium accuracy class). The maximum capacity is 50 tonne and minimum capacity is 100 kg. The verification scale interval (e) is 5 kg. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply :



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum number of verification scale division (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value of 1, 2, 5 series, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the approved Model has been manufactured.

[File. No. WM 21 (38)/96]

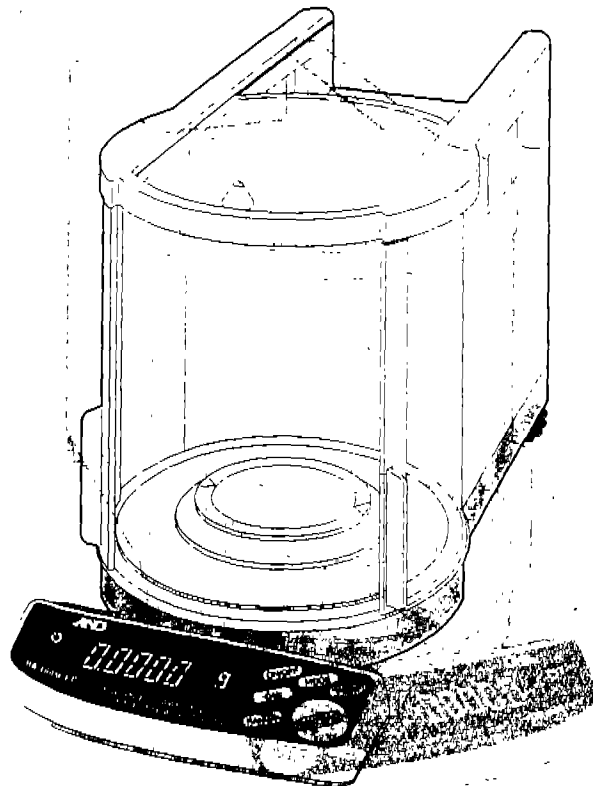
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 9 जुलाई 1999

का. आ. 2009—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट, जिसके साथ नोटरलैंड मिनिस्ट्रेट (एन एम आई) जो इस प्रयोजन के लिए अधिसूचित निकाय है, के द्वारा प्रारूप मूल्यांकन रिपोर्ट और स्वीकृत किए गए अनुमोदित परिणाम रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुकूल है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग I यथार्थता (विशेष यथार्थता) वाली "एच ए ई सी" शृंखला की स्वतः सूचक, अस्थायित, झेल्ड्रामिक, मेज़तल, तोलन मशीन, के मॉडल का, जिसके ब्रांड का नाम "एंड" है, (जिसे इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स ए एंड डी इन्स्ट्रुमेंट्स लिमिटेड, एबिहस साइंस पार्क, एबिहस, आक्सफोर्ड ओ एक्स 143 वाई एस, यूनाइटेड किंगडम और विक्रीत मैसर्स एफकोसैट बैलेक्स, बाम्बे बर्माह ट्रेडिंग कारपोरेशन का एक विभाग, लिमिटेड, 9, वेलेस स्ट्रीट फोर्ट, मुम्बई-400001 द्वारा किया गया है, और जिसे अनुमोदन चिह्न आई एन डी/13/98/15 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) मध्यम यथार्थता का तोलन उपकरण है, जिसकी अधिकतम क्षमता 180 ग्राम और न्यूनतम क्षमता 100 मिलि ग्राम है। स्थापन मापमान अन्तराल (ई) 1 मिली ग्राम है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। प्रदर्श प्रकाश उत्सर्जक डिजिटल प्रकार का है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी सेक, यथार्थता और कार्यकरण वाली ऐसी तोलन उपकरण जिसकी अधिकतम क्षमता के अन्तर्गत 120 ग्राम और 180 ग्राम के मध्य भी है, जिसका ई मान 1, 2, 5 शृंखला का है भी होगा जिसका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है, जिससे अनुमोदित मॉडल का विनिर्माण किया गया है।

[का. से. डब्ल्यू एम-21(96)/96]

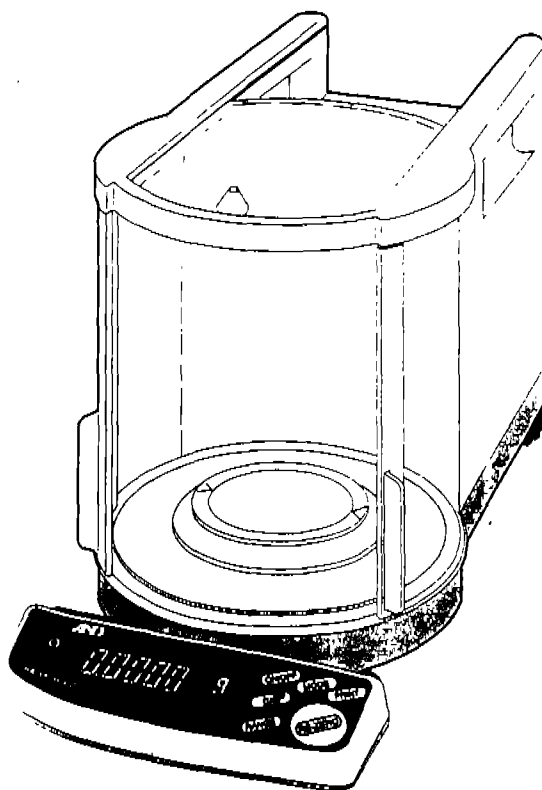
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th July, 1999

S. O. 2009.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, alongwith the pattern evaluation report and test results granted and approved by the Nederlands Meetinstutut (NMI), a notified body for the purpose in the Netherland and is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic electronic table top weighing machine of type "HAEC" series of Special accuracy (class I) and with brand name "AND" (herein referred to as the model) manufactured by M/s. A and D. Instruments Limited, Abingdon Science Park, Abingdon, Oxford OX 14 3YS, United Kingdom and marketed by M/s. Afcoset Balances a division of The Bombay Burmah Trading Corporation, Limited, 9, Wallace street, Fort Bombay-400 001, and which is assigned the approval mark IND/13/98/15.

The said Model (see the figure) is a non-automatic weighing instrument of special accuracy class. The maximum capacity is 180 g and minimum capacity is 100 mg. The verification scale interval (e) is 1 mg. The instrument operates on 230 volts, 50 Hertz alternate current power supply. The display of weight is of vaccum Flourescent type.



Further, in exercise of the powers conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series of maximum capacity lying between and inclusive of 120 g and 180 g with 'e' value of 1, 2, 5 series, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File. No. WM 21 (96)/96]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 5 जुलाई, 1999

का. आ. 2010.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम व प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 619 दिनांक 15.02.99 द्वारा हरियाणा राज्य के सोनीपत से उत्तर प्रदेश राज्य के मेरठ तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 15.03.1999 से उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है ।

यह और कि, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय, सभी बिल्लिंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : मेरठ		जिला : मेरठ		राज्य : उत्तर प्रदेश	
गांव का नाम	खसरा नं०	क्षेत्रफल			
		हैक्टेयर	आर	वर्गमीटर	
1	2	3	4	5	
सीकरी	35	0	02	00	
	38	0	09	50	
	102	0	02	85	
	103	0	05	10	
	426	0	00	15	

1	2	3	4	5
	427	0	17	38
	429	0	00	95
	438	0	01	33
	441	0	20	22
	447	0	00	80
	459	0	28	57
	460	0	08	08
	465	0	00	21
खानपुर	570	0	00	21
	571	0	00	42
	717	0	01	51
सिवाल खास	1294	0	00	21
	1313	0	11	77
	1826	0	00	21
	1827	0	15	63
कुराली	367	0	07	03
बाफर	704	0	05	82
	707	0	00	42
कलंजरी	35	0	05	99
	43	0	00	42
	301	0	20	74
	303	0	00	42
	666	0	12	57
घाट	804	0	30	00
	860	0	02	60
	861	0	11	95

[आर-31015/4/99-ओ.आर.-I]

एस. चन्द्रशेखर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 5th July, 1999

S.O. 2010.—..... Whereas by the notification of Government of India in the Ministry of Petroleum and Natural Gas No. SO 619 dated 15.02.99 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying branch pipeline for the transport of petroleum products from Sonapat in the State of Haryana to Meerut in the State of Uttar Pradesh;

And whereas, the copies of the said notification were made available to the public from 15.03.99;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report, is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by Sub-section (4) of the section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule

Tehsil - Meerut		District - Meerut		State - Uttar Pradesh
Name of village	Khasra No.	Area		
		Hectare	Are	Sq. Mtr.
1	2	3	4	5
Sikri	35	0	02	00
	38	0	09	50
	102	0	02	85
	103	0	05	10
	426	0	00	15

1	2	3	4	5
	427	0	17	38
	429	0	00	95
	438	0	01	33
	441	0	20	22
	447	0	00	80
	459	0	26	57
	460	0	08	08
	465	0	00	21
Khanpur	570	0	00	21
	571	0	00	42
	717	0	01	51
Siwar Khas	1294	0	00	21
	1313	0	11	77
	1826	0	00	21
	1827	0	15	63
Kurali	367	0	07	03
Bafar	704	0	05	82
	707	0	00	42
Kalanjari	35	0	05	99
	43	0	00	42
	301	0	20	74
	303	0	00	42
	666	0	12	57
Ghat	804	0	30	00
	860	0	02	60
	861	0	11	95

[R-31015/4/99-OR-I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 5 जुलाई, 1999

का. आ. 2011.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मथुरा - जालंधर मुख्य पाइपलाइन से मथुरा से दुण्डला तक पेट्रोलियम पदार्थों के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जाए ;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दिए जाने की तारीख से इक्कीस (21) दिन के भीतर, उनमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में आपत्ति लिखित रूप में श्री इंदु धर, सक्षम प्राधिकारी, मथुरा - दुण्डला पाइपलाइन प्रोजेक्ट, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मोर्कटिंग डिबीजन डिबीजनल कार्यालय बिल्डिंग - 65/2, संजय प्लेस, आगरा को कर सकेगा ।

अनुसूची

तहसील : मथुरा	जिला : मथुरा	राज्य : उत्तर प्रदेश		
गांव का नाम	खसरा नं०	क्षेत्रफल		
		हेक्टेयर	आर	वर्गमीटर
बधूरी गर्बी	181	00	06	87
	183	00	00	50

[आर-31015/8/99-ओ.आर.-I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 5th July, 1999

S.O. 2011.— Whereas it appears to the Central Government that it is necessary in public interest that for the transportation of the petroleum products from Mathura to Tundla, a branch pipeline should be laid, from existing Mathura Jalandhar main pipeline by Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within 21 (twenty one) days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Indu Dhar, Competent Authority, Mathura Tundla Pipeline Project, Indian Oil Corporation Limited (Marketing Division) Divisional Office Building 65/2, Sanjay Place Agra.

Schedule				
Tehsil - Mathura		District - Mathura		State - Uttar Pradesh
Name of village	Khasra No.	Area		
		Hectare	Are	Sq. Mtr.
1	2	3	4	5
Baburi Garbi	181	00	06	87
	183	00	00	50

[R-31015/8/99-OR-I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 9 जुलाई, 1999

का. आ. 2012.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम व प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 616 तारीख 15.02.1999 द्वारा उत्तर प्रदेश राज्य में मथुरा से टुण्डला तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 15.03.1999 से उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है ;

यह और कि केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी बिल्लिंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : मथुरा		जिला : मथुरा		राज्य : उत्तर प्रदेश	
गाँव का नाम	खसरा सं.	क्षेत्रफल			
		हैक्टेयर	आर	वर्गमीटर	
1	2	3	4	5	
बाद	3415	00	13	07	
	3423	00	00	78	
	3424	00	00	38	
	3425	00	06	08	

1	2	3	4	5
	3426	00	04	80
	3429	00	04	96
	3431	00	04	86
	3432	00	14	41
	3435	00	08	88
	3436	00	15	58
	3438	00	03	74
अगनपुरा	117	00	49	28
	128	00	11	18
	153	00	04	52
	155	00	11	23
	156	00	10	43
	172	00	14	07
	173	00	12	90
	178	00	15	12
	181	00	05	80
	182	00	00	96
	189	00	05	40
	190	00	02	89
	191	00	00	90
	202	00	09	72
	203	00	00	70
	205	00	04	20
	206	00	21	50
	207	00	04	32
	209	00	12	34
	211	00	14	41
बबूरी राकी	216	00	00	50
	218	00	06	70
	219	00	00	50
	220	00	02	12
	221	00	06	26
	222	00	11	39
	285	00	14	08
	289	00	00	50
	290	00	24	30
	307	00	00	67
	308	00	17	09
	315	00	00	87
	317	00	02	95
	318	00	01	70
	319	00	04	14
	320	00	00	14
	336	00	00	50
बाथूरी राकी	131	00	00	40
	132	00	02	10
	133	00	03	01
	150	00	00	50
	165	00	00	26
	169	00	17	85

1	2	3	4	5
	170	00	05	78
	171	00	00	51
	172	00	08	80
	173	00	00	51
	174	00	37	49
	180	00	06	53
	210	00	00	50
	214	00	13	40
	215	00	00	50
	217	00	06	70
	317	00	02	10
	318	00	09	72
	319	00	07	48
	325	00	04	08
	326	00	05	46
	327	00	00	48
	328	00	00	48
	329	00	01	69
	330	00	04	41
	331	00	02	88
	335	00	00	96
	337	00	20	48
	338	00	01	04
	339	00	00	72
	343	00	00	50
	344	00	00	50
	346	00	03	35
मगला मनीराम	40	00	00	67
	41	00	34	32
	42	00	00	05
	54	00	00	68
	56	00	11	06
	57	00	11	10
	58	00	00	56
	59	00	00	93
	104	00	00	67
	106	00	10	28
	107	00	04	95
	108	00	02	16
	109	00	03	84
	118	00	00	50
	128	00	14	75
	129	00	05	36
	130	00	00	50
	172	00	26	15
	173	00	11	40
	175	00	00	50
	194	00	06	03

1	2	3	4	5
यलरई बांगर	28	00	01	52
	29	00	00	09
	32	00	45	55
	42	00	00	56
	44	00	22	96
	45	00	19	75
	46	00	01	06
	49	00	00	34
	50	00	00	24
	53	00	00	57
	158	00	03	27
	160	00	03	60
	161	00	00	67
	162	00	00	84
	163	00	01	51
	164	00	01	34
	165	00	01	51
	166	00	01	17
	171	00	11	40
	172	00	00	05
	173	00	00	67
	174	00	29	46
	179	00	00	67
	182	00	08	04
	183	00	07	71
	187	00	00	67
	188	00	00	67
	201	00	14	41
झंडीपुर बांगर	12	00	47	72
	16	00	20	11
	44	00	12	40
	56	00	02	35
	57	00	08	72
	58	00	00	72
	59	00	01	38
	60	00	00	60
	61	00	00	60
	63	00	04	36

1	2	3	4	5
	85	00	10	39
	81	00	02	14
	82	00	03	35
	83	00	03	35
	84	00	01	84
	85	00	00	30
	87	00	00	19
	88	00	00	54
	89	00	02	55
	90	00	05	78
	91	00	07	98
	114	00	01	35
	116	00	08	72
	117	00	04	14
	123	00	05	36
	124	00	09	60
	125	00	09	32
	126	00	00	78
	127	00	01	87
	128	00	06	87
	308	00	02	68
	310	00	01	44
	312	00	00	36
	313	00	15	75
	314	00	10	73
	315	00	13	41
	316	00	06	54
	317	00	00	93
	327	00	03	42
	328	00	00	54
	329	00	00	54
	331	00	09	32
	332	00	00	50
	333	00	10	89
	334	00	11	50
	335	00	02	34
	12	00	24	97
शाहपुर फरह	13	00	33	02
	823	00	00	08
गङ्गाया सतीफपुर बांगर	831	00	05	87
	832	00	10	06
	833	00	00	37
	834	00	09	39
	835	00	01	12
	836	00	01	12
	837	00	29	50
	838	00	25	81
	864	00	01	08
	865	00	12	07
	870	00	22	63
	871	00	15	08
	873	00	00	67
	874	00	00	67
	875	00	01	92
	876	00	25	48
	877	00	02	85

1	2	3	4	5
	882	00	10	73
खैरट	3	00	08	06
	4	00	03	33
	5	00	00	08
	14	00	07	52
	15	00	18	10
	18	00	01	20
	27	00	12	06
	28	00	02	72
	29	00	22	12
	30	00	08	21
	31	00	03	68
	38	00	00	67
	44	00	37	88
	46	00	00	70
	65	00	10	05
	183	00	09	98
	185	00	23	75
	186	00	23	46
नगला आजम खादर	6	00	15	75
	9	00	07	54
	39	00	03	52
	40	00	70	39
	42	00	06	37
	43	00	24	30
नगला आजम बांगर	327	00	22	79
	328	00	00	67
	329	00	00	67
	330	00	00	67
	374	00	07	71
	375	00	06	54
	377	00	00	67
	381	00	00	67
	382	00	00	67
	384	00	46	59
	429	00	00	67
	430	00	41	73
दौलतापुर	77	00	00	67
	79	00	16	59
	80	00	02	01
	81	00	25	98
	85	00	00	67
	86	00	00	67
	87	00	03	18
	302	00	05	03
	303	00	19	44
	305	00	01	34
	328	00	02	35

1	2	3	4	5
	329	00	00	67
	330	00	03	02
	331	00	09	39
	332	00	06	70
	335	00	00	67
	336	00	04	19
	338	00	00	67
	339	00	35	53
	340	00	09	05
	343	00	01	34
	752	00	00	67
	755	00	17	77
	756	00	00	67
	757	00	09	38
	758	00	02	02
	759	00	14	08
	760	00	02	35
	766	00	08	21
	767	00	08	55
	768	00	01	34
	776	00	00	67
	778	00	04	52
	779	00	11	06
	780	00	10	05
	781	00	00	67
	782	00	12	57
	784	00	00	67
	785	00	01	51
	813	00	05	36
	814	00	00	67
	816	00	15	58
	817	00	00	67
	818	00	12	40
	821	00	02	51
	825	00	02	01
	829	00	01	34
	849	00	00	67
	850	00	20	78
बड़ा बागर	187	00	02	01
	188	00	08	21
	189	00	14	75
	190	00	14	92
	232	00	10	06
	233	00	20	11
	234	00	14	08
	238	00	00	67
शहजादपुर इदायती	37	00	17	20
	38	00	00	36
	49	00	00	67
	55	00	19	80
	56	00	21	20
	58	00	00	67

1	2	3	4	5
	65	00	12	80
	67	00	04	80
	70	00	00	67
	71	00	34	29
	87	00	00	67
	88	00	00	67
	98,	00	01	51
	99	00	18	00
	100	00	18	40
	101	00	00	96
	102	00	00	96
	104	00	10	80
	105	00	37	50
	106	00	13	17
	107	00	07	21
	108	00	00	67
मड़ीरा	115	00	02	51
	116	00	09	00
	119	00	13	00
	120/1	00	04	40
	123	00	05	52
	124	00	10	78
	301	00	03	02
	302	00	10	56
	313	00	09	24
	314	00	08	88
	315	00	04	15
	317	00	07	68
	318	00	02	90
	321	00	01	52
	327	00	01	34
	328	00	07	20
	329	00	08	34
	330	00	06	34
	362	00	06	03
	363	00	01	20
	365	00	08	04
	366	00	03	06
	367	00	01	10
	381	00	00	67
	382	00	07	22
	399	00	00	67
	400	00	03	15
	403	00	11	44
	404	00	05	70
	407	00	00	32
	408	00	05	12
	409	00	00	48
	410	00	00	08
	442	00	00	44

1	2	3	4	5
	443	00	10	73
	444	00	03	02
	446	00	00	16
	447	00	02	00
	448	00	05	53
	449	00	03	69
	451	00	00	08
	452	00	07	04
	453	00	03	69
	1297	00	11	21
	1298	00	05	72
	1299	00	03	69
	1302	00	03	10
	1303	00	08	04
	1304	00	01	12
	1307	00	12	74
	1310	00	07	21
	1312	00	06	70
	1313	00	10	56
	1314	00	02	35
	1326	00	08	04
	1327	00	05	75
	1328	00	01	10
	1333	00	02	48
	1334	00	10	73
गढ़सौली	519	00	11	56
	522	00	00	67
	523	00	00	67
	525	00	15	92
भूड़ा	1	00	21	96
	2	00	12	74
	4	00	09	05
	6	00	09	72
	10	00	20	11
	297	00	00	67
	305	00	10	40
	306	00	10	22
	311	00	00	67
	313	00	08	88
	322	00	05	36
	323	00	08	38
	345	00	04	02
	346	00	28	66
	350	00	00	67
	352	00	00	67
	353	00	00	67
	363	00	10	39
	364	00	00	34
	365	00	02	01
	366	00	01	17

1	2	3	4	5
	367	00	01	34
	368	00	38	72
बरीली	1452	00	04	78
	1453	00	03	35
	1463	00	07	28
	1464	00	00	56
	1465	00	05	69
	1466	00	02	28
	1472	00	08	04
	1473	00	00	17
	1474	00	05	53
	1475	00	06	85
	1479	00	04	46
	1482	00	05	70
	1484	00	01	01
	1485	00	04	69
	1486	00	06	85
	1487	00	01	84
	1674	00	00	67
	1684	00	06	03
	1685	00	01	44
	1686	00	04	31
	1747	00	01	92
	1748	00	05	70
	1749	00	04	69
	1752	00	00	50
	1753	00	05	30
	1754	00	06	70
	1826	00	00	25
	1910	00	08	05
	1915	00	01	92
	1916	00	07	35
	1922	00	09	39
	1923	00	00	08
	1978	00	07	04
	1979	00	08	04
	1982	00	10	73
	1983	00	06	03
	1984	00	08	21
	2171	00	03	77
	2172	00	14	15
	2174	00	01	59
	2688	00	05	36
	2689	00	00	96
	2690	00	08	48
	2694	00	00	24
	2695	00	04	19
	2696	00	10	39
	2697	00	03	45
	2698	00	00	92
	2822	00	09	22
	2823	00	00	15

1	2	3	4	5
	2827	00	03	48
	2828	00	18	47
	2829	00	00	80
	2844	00	03	66
	2845	00	06	37
	2847	00	00	08
	2848	00	12	07
	2860	00	01	56
	2862	00	01	09
	2863	00	03	02
	2864	00	00	30
	2866	00	04	69
	2867	00	04	19
	2888	00	05	87
	2869	00	05	78
	2870	00	11	40
	2929	00	07	71
	2930	00	05	90
	2931	00	07	21
	2932	00	03	60
मगसा गुखरीली	111	00	14	08
	112	00	00	50
	118	00	18	42
	119	00	00	50
	120	00	09	05
	121	00	00	84
	122	00	00	50
	123	00	09	05
	124	00	03	69
	125	00	00	50
	131	00	29	50
	132	00	00	84
	133	00	00	50
	134	00	00	50
	135	00	05	70
	136	00	15	42
	137	00	04	02
	153	00	01	34
	156	00	12	23
	157	00	00	34
	158	00	00	50
	159	00	00	50
	160	00	07	37
	161	00	04	19
	165	00	06	70
	166	00	06	87
	167	00	01	17
	175	00	01	01
	176	00	00	67
	177	00	01	68
	178	00	01	34
	186	00	00	34
	187	00	00	50
	188	00	04	69

1	2	3	4	5
	189	00	04	02
	300	00	10	39
	331	00	06	03
	332	00	00	67
	336	00	00	50
	360	00	18	27
	361	00	10	73
	363	00	03	85
	364	00	13	07
	365	00	11	06
	368	00	09	89
	369	00	39	05
	602	00	15	75
	603	00	13	07
	604	00	00	50
	605	00	00	50
	694	00	00	50
	695	00	12	23
	696	00	07	21
	703	00	01	17
	718	00	11	73
	719	00	04	70
	721	00	00	50
	724	00	11	90
	725	00	00	50
	726	00	02	35
	727	00	06	03
	728	00	09	38
	737	00	00	50
	752	00	08	72
	753	00	07	71

[आर-31015/2/99-ओ.आर.-1]
एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 9th July, 1999

S.O. 2012.—Whereas by the notification of Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 616 dated 15.02.1999 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying branch pipeline for the transport of petroleum products from Mathura to Tundla in State of Uttar Pradesh;

And, whereas, the copies of the said notification were made available to the public from 15.03.1999 ;

And, whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government ;

And, whereas, the Central Government, after considering the said report, is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired ;

And further, in exercise of the powers conferred by sub-section (4) of the section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule

Tehsil - Mathura		District - Mathura		State - Uttar Pradesh	
Name of Village		Khasra No.		Area	
1	2	Hectare 3	Are 4	Sq. Mtr. 5	
Baad	3415	00	13	07	
	3423	00	00	78	
	3424	00	00	38	
	3425	00	06	08	

1	2	3	4	5
	3426	00	04	80
	3429	00	04	96
	3431	00	04	86
	3432	00	14	41
	3435	00	08	88
	3436	00	15	58
	3438	00	03	74
Aganpura	117	00	49	28
	128	00	11	18
	153	00	04	52
	155	00	11	23
	156	00	10	43
	172	00	14	07
	173	00	12	90
	178	00	15	12
	181	00	05	80
	182	00	00	96
	189	00	05	40
	190	00	02	89
	191	00	00	90
	202	00	09	72
	203	00	00	70
	205	00	04	20
	206	00	21	50
	207	00	04	32
	209	00	12	34
	211	00	14	41
Baburi Sharki	216	00	00	50
	218	00	06	70
	219	00	00	50
	220	00	02	12
	221	00	06	26
	222	00	11	39
	285	00	14	08
	289	00	00	50
	290	00	24	30
	307	00	00	67
	308	00	17	09
	315	00	00	67
	317	00	02	95
	318	00	01	70
	319	00	04	14
	320	00	00	14
	336	00	00	50
Baburi Garbi	131	00	00	40
	132	00	02	10
	133	00	03	01
	150	00	00	50
	165	00	00	26
	169	00	17	85

1	2	3	4	5
	170	00	05	76
	171	00	00	51
	172	00	08	80
	173	00	00	51
	174	00	37	49
	180	00	06	53
	210	00	00	50
	214	00	13	40
	215	00	00	50
	217	00	08	70
	317	00	02	10
	318	00	09	72
	319	00	07	48
	325	00	04	08
	326	00	05	46
	327	00	00	48
	328	00	00	48
	329	00	01	69
	330	00	04	41
	331	00	02	88
	335	00	00	96
	337	00	20	48
	338	00	01	04
	339	00	00	72
	343	00	00	50
	344	00	00	50
	346	00	03	35
Nagla Maniram	40	00	00	67
	41	00	34	32
	42	00	00	05
	54	00	00	68
	56	00	11	08
	57	00	11	10
	58	00	00	56
	59	00	00	93
	104	00	00	67
	106	00	10	28
	107	00	04	95
	108	00	02	16
	109	00	03	84
	118	00	00	50
	128	00	14	75
	129	00	05	36
	130	00	00	50
	172	00	26	15
	173	00	11	40
	175	00	00	50
	194	00	06	03

1	2	3	4	5
Balrai Bangar	28	00	01	52
	29	00	00	09
	32	00	46	55
	42	00	00	56
	44	00	22	96
	45	00	19	75
	46	00	01	06
	49	00	00	34
	50	00	00	24
	53	00	00	67
	158	00	03	27
	160	00	03	60
	161	00	00	67
	162	00	00	84
	163	00	01	51
	164	00	01	34
	165	00	01	51
	166	00	01	17
	171	00	11	40
	172	00	00	05
	173	00	00	67
	174	00	29	46
	179	00	00	67
	182	00	08	04
	183	00	07	71
	187	00	00	67
	188	00	00	67
	201	00	14	41
Jhandipur Bangar	12	00	47	72
	16	00	20	11
	44	00	12	40
	56	00	02	35
	57	00	08	72
	58	00	00	72
	59	00	01	38
	60	00	00	60
	61	00	00	60
	63	00	04	36

1	2	3	4	5
	65	00	10	39
	81	00	02	14
	82	00	03	35
	83	00	03	35
	84	00	01	84
	85	00	00	30
	87	00	00	19
	88	00	00	54
	89	00	02	55
	90	00	05	76
	91	00	07	98
	114	00	01	35
	116	00	08	72
	117	00	04	14
	123	00	05	36
	124	00	09	60
	125	00	09	32
	126	00	00	78
	127	00	01	87
	128	00	06	87
	308	00	02	68
	310	00	01	44
	312	00	00	36
	313	00	15	75
	314	00	10	73
	315	00	13	41
	316	00	06	54
	317	00	00	93
	327	00	03	42
	328	00	00	54
	329	00	00	54
	331	00	09	32
	332	00	00	50
	333	00	10	89
	334	00	11	50
	335	00	02	34
Shahpur Farah	12	00	24	97
	13	00	33	02
Garaya Latifpur Bangar	823	00	00	08
	831	00	05	87
	832	00	10	06
	833	00	06	37
	834	00	09	39
	835	00	01	12
	836	00	01	12
	837	00	29	50
	838	00	25	81
	864	00	01	08
	865	00	12	07
	870	00	22	63
	871	00	15	08
	873	00	00	67
	874	00	00	67
	875	00	01	92
	876	00	25	48
	877	00	02	85

1	2	3	4	5
	882	00	10	73
Khairat	3	00	08	08
	4	00	03	33
	5	00	00	08
	14	00	07	52
	15	00	18	10
	18	00	01	20
	27	00	12	06
	28	00	02	72
	29	00	22	12
	30	00	08	21
	31	00	03	68
	38	00	00	67
	44	00	37	88
	46	00	00	70
	65	00	10	05
	183	00	09	98
	185	00	23	75
	186	00	23	46
Nagla Azam Khadar	6	00	15	75
	9	00	07	54
	39	00	03	52
	40	00	70	39
	42	00	08	37
	43	00	24	30
Nagla Azam Bangar	327	00	22	79
	328	00	00	67
	329	00	00	67
	330	00	00	67
	374	00	07	71
	375	00	06	54
	377	00	00	67
	381	00	00	67
	382	00	00	67
	384	00	46	59
	429	00	00	67
	430	00	41	73
Daulatpur	77	00	00	67
	79	00	16	59
	80	00	02	01
	81	00	25	98
	85	00	00	67
	86	00	00	67
	87	00	03	18
	302	00	05	03
	303	00	19	44
	305	00	01	34
	328	00	02	35

1	2	3	4	5
	329	00	00	67
	330	00	03	02
	331	00	09	39
	332	00	06	70
	335	00	00	67
	336	00	04	19
	338	00	00	67
	339	00	35	53
	340	00	09	05
	343	00	01	34
	752	00	00	67
	755	00	17	77
	756	00	00	67
	757	00	09	38
	758	00	02	02
	759	00	14	08
	760	00	02	35
	766	00	08	21
	767	00	08	55
	768	00	01	34
	776	00	00	67
	778	00	04	52
	779	00	11	06
	780	00	10	05
	781	00	00	67
	782	00	12	57
	784	00	00	67
	785	00	01	51
	813	00	05	36
	814	00	00	67
	816	00	15	58
	817	00	00	67
	818	00	12	40
	821	00	02	51
	825	00	02	01
	829	00	01	34
	849	00	00	67
	850	00	20	78
Barha Bangar	187	00	02	01
	188	00	08	21
	189	00	14	75
	190	00	14	92
	232	00	10	06
	233	00	20	11
	234	00	14	08
	238	00	00	67
Shahzadpur Indavali	37	00	17	20
	38	00	00	36
	49	00	00	67
	55	00	19	80
	56	00	21	20
	58	00	00	67

1	2	3	4	5
	65	00	12	80
	67	00	04	80
	70	00	00	67
	71	00	34	29
	87	00	00	67
	88	00	00	67
	98	00	01	51
	99	00	18	00
	100	00	18	40
	101	00	00	96
	102	00	00	96
	104	00	10	80
	105	00	37	50
	106	00	13	17
	107	00	07	21
	108	00	00	67
Maraura	115	00	02	51
	116	00	09	00
	119	00	13	00
	120/1	00	04	40
	123	00	05	52
	124	00	10	78
	301	00	03	02
	302	00	10	56
	313	00	09	24
	314	00	08	88
	315	00	04	15
	317	00	07	68
	318	00	02	90
	321	00	01	52
	327	00	01	34
	328	00	07	20
	329	00	08	34
	330	00	06	34
	362	00	06	03
	363	00	01	20
	365	00	08	04
	366	00	03	06
	367	00	01	10
	381	00	00	67
	382	00	07	22
	399	00	00	67
	400	00	03	15
	403	00	11	44
	404	00	05	70
	407	00	00	32
	408	00	05	12
	409	00	00	48
	410	00	00	08
	442	00	00	44

1	2	3	4	5
	443	00	10	73
	444	00	03	02
	446	00	00	16
	447	00	02	00
	448	00	05	53
	449	00	03	69
	451	00	00	08
	452	00	07	04
	453	00	03	69
	1297	00	11	21
	1298	00	05	72
	1299	00	03	69
	1302	00	03	10
	1303	00	08	04
	1304	00	01	12
	1307	00	12	74
	1310	00	07	21
	1312	00	06	70
	1313	00	10	56
	1314	00	02	35
	1326	00	08	04
	1327	00	05	75
	1328	00	01	10
	1333	00	02	48
	1334	00	10	73
Garhsauli	519	00	11	56
	522	00	00	67
	523	00	00	67
	525	00	15	92
Bhoora	1	00	21	96
	2	00	12	74
	4	00	09	05
	6	00	09	72
	10	00	20	11
	297	00	00	67
	305	00	10	40
	306	00	10	22
	311	00	00	67
	313	00	08	88
	322	00	05	36
	323	00	08	38
	345	00	04	02
	346	00	28	66
	350	00	00	67
	352	00	00	67
	353	00	00	67
	363	00	10	39
	364	00	00	34
	365	00	02	01
	366	00	01	17

1	2	3	4	5
	367	00	01	34
	368	00	38	72
Barauli	1452	00	04	78
	1453	00	03	35
	1463	00	07	28
	1464	00	00	56
	1465	00	05	69
	1466	00	02	28
	1472	00	08	04
	1473	00	00	17
	1474	00	05	53
	1476	00	06	85
	1479	00	04	46
	1482	00	05	70
	1484	00	01	01
	1485	00	04	69
	1486	00	06	85
	1487	00	01	84
	1674	00	00	67
	1684	00	06	03
	1685	00	01	44
	1686	00	04	31
	1747	00	01	92
	1748	00	05	70
	1749	00	04	69
	1752	00	00	50
	1753	00	05	36
	1754	00	06	70
	1826	00	00	25
	1910	00	08	05
	1915	00	01	92
	1916	00	07	35
	1922	00	09	39
	1923	00	00	08
	1978	00	07	04
	1979	00	08	04
	1982	00	10	73
	1983	00	06	03
	1984	00	08	21
	2171	00	03	77
	2172	00	14	15
	2174	00	01	59
	2686	00	05	36
	2689	00	00	96
	2690	00	08	48
	2694	00	00	24
	2695	00	04	19
	2696	00	1C	39
	2697	00	03	45
	2698	00	00	92
	2822	00	09	22
	2823	00	00	15

1	2	3	4	5
	2827	00	03	48
	2828	00	18	47
	2829	00	00	80
	2844	00	03	66
	2845	00	06	37
	2847	00	00	08
	2848	00	12	07
	2860	00	01	56
	2862	00	01	09
	2863	00	03	02
	2864	00	09	39
	2866	00	04	69
	2867	00	04	19
	2868	00	05	87
	2869	00	05	78
	2870	00	11	40
	2929	00	07	71
	2930	00	05	90
	2931	00	07	21
	2932	00	03	60
Nagla Gukhrauli	111	00	14	08
	112	00	00	50
	118	00	16	42
	119	00	00	50
	120	00	09	05
	121	00	00	84
	122	00	00	50
	123	00	09	05
	124	00	03	69
	125	00	00	50
	131	00	29	50
	132	00	00	84
	133	00	00	50
	134	00	00	50
	135	00	05	70
	136	00	15	42
	137	00	04	02
	153	00	01	34
	156	00	12	23
	157	00	00	34
	158	00	00	50
	159	00	00	50
	160	00	07	37
	161	00	04	19
	165	00	06	70
	166	00	06	87
	167	00	01	17
	175	00	01	01
	176	00	00	67
	177	00	01	68
	178	00	01	34
	186	00	00	34
	187	00	00	50
	188	00	04	69

1	2	3	4	5
	189	00	04	02
	300	00	10	39
	331	00	06	03
	332	00	00	67
	336	00	00	50
	360	00	18	27
	361	00	10	73
	363	00	03	85
	364	00	13	07
	365	00	11	06
	368	00	09	89
	369	00	39	05
	602	00	15	75
	603	00	13	07
	604	00	00	50
	605	00	00	50
	694	00	00	50
	695	00	12	23
	696	00	07	21
	703	00	01	17
	718	00	11	73
	719	00	04	70
	721	00	00	50
	724	00	11	90
	725	00	00	50
	726	00	02	35
	727	00	06	03
	728	00	09	38
	737	00	00	50
	752	00	08	72
	753	00	07	71

[R-31015/2/99-OR-I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 6 जुलाई, 1999

शुद्धि-पत्र

का. आ. 2013.— भारत के राजपत्र, तारीख 29 मई, 1999 के भाग 2, खंड-3, उपखंड (iii) में पृष्ठ क्रमांक 3243 से 3244 पर प्रकाशित, भारत सरकार, कोयला मंत्रालय की अधिसूचना का०आ० 1465 तारीख 17 मई, 1999 में :-

पृष्ठ क्रमांक 3243, अधिसूचना में,

पंक्ति 8, " 203.84 एकड़ " के स्थान पर " 203.04 एकड़ " पढ़ें ।

स्पष्टीकरण में,

पंक्ति 6, " विभिन्न टुकड़ों " के स्थान पर " विभिन्न टुकड़ों " पढ़ें ।

अनुसूची में

" बांकी - सुराकदार दुरस्त दक्षिणी विस्तार ब्लाक " के स्थान पर

" बांकी-सुराकछार दुरस्त दक्षिणी विस्तार ब्लाक " पढ़ें ।

पृष्ठ क्रमांक 3244, ग्राम गेवरा [भाग] में अर्जित किए जाने वाले प्लॉट सं.

पंक्ति 2, " 72 से 76 " के स्थान पर " 72 से 78 " पढ़ें ।

पंक्ति 2, " 133 [भाग] " के स्थान पर " 133/1 [भाग] " पढ़ें ।

पंक्ति 3, " 981 से 998 " के स्थान पर " 981 से 990 " पढ़ें ।

सीमा वर्णन में, रेखा क-ख,

पंक्ति 2, " भैरोताल कुचेरा " के स्थान पर " भैरोताल-कुचेना " पढ़ें ।

[सं. 43015/13/98-पीआरआईडब्ल्यू]

के. एस. क्रोफा, निदेशक

New Delhi, the 14th July, 1999

Corrigenda

S.O. 2014.— In the notification of the Government of India in the Ministry of Coal number S.O. 1600, dated the 5th August, 1998 published at pages 3075 to 3079 of the Gazette of India, Part-II, Section-3, Sub-section (ii), dated the 15th August, 1998, -

1. at page 3078, -

- (i) in the heading "plot numbers acquired in village Deulwada", in line 3, for "420/1-420/1" read "420/1-420/2".
- (ii) in the heading "plot numbers acquired in village Kunada", in line 3, for "175, 175/1-175/2" read "175/1-175/2".
- (iii) in the heading "Boundary description" in the sub-heading "A-B" -
 - (a) in line 1, for "aloog" read "along".
 - (b) in line 5, for "croses" read "crosses".

2. at page 3079, -

in the sub-heading "I-J" for "Chafgaon" read "Chargaon".

[No. 43015/2/93-LSW/PRIW]
K. S. KROPHA, Director

नई दिल्ली, 9 जुलाई, 1999

आदेश

का. आ. 2015. — कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का0 आ0 1068 तारीख, 5 अप्रैल, 1999 के, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 17 अप्रैल, 1999 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी विल्लगनों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे ;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लि0, बिलामपुर (मध्य प्रदेश) जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि इस प्रकार निहित उक्त भूमि या उक्त भूमि में या उस पर के अधिकार तारीख 17 अप्रैल, 1999 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएगी, अर्थात् :-

- (1) उक्त सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

- (2) उक्त कंपनी सरकारी द्वारा शर्तों (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी वहन करेगी और इस प्रकार निहित भूमि में या उस पर के उक्त अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जिसे अपील आदि की बाबत उपगत सभी व्यय भी, उक्त कंपनी वहन करेगी;
- (3) उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित भूमि में या उस पर के उक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
- (4) उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना भूमि को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) उक्त सरकारी कंपनी, ऐसे निदेशों और शर्तों का जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त अधिकारों में या भूमि पर के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी ।

[सं. 43015/5/92-एलएसडब्ल्यू/पीआरआईडब्ल्यू]

के. एस. क्रोफा, निदेशक

New Delhi, the 9th July, 1999

Order

S.O. 2015.— Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O.1068, dated the 5th April, 1999 in Part II, Section 3, sub-section (ii) of the Gazette of India dated the 17th April, 1999, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights, in or over the lands as described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act :

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Madhya Pradesh) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf :

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the lands and rights in or over the said lands so vested shall, with effect from the 17th April, 1999, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :-

- (1) the Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) a Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights in or over the said lands, so vesting, shall also be borne by the Government Company;
- (3) the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
- (4) the Government Company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and
- (5) the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 43015/5/92-LSW/PRIW]
K. S. KROPHA, Director

नई दिल्ली, 9 जुलाई, 1999

आदेश

का. आ. 2016.— कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का0 आ0 223 तारीख, 7 जनवरी, 1999 के, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 23 जनवरी, 1999 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी विल्लगनों से मुक्त होकर, आत्यांतिक रूप से केन्द्रीय सरकार में निहित हो गए थे।

और, केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लि0 , नागपुर (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि इस प्रकार निहित उक्त भूमि या उक्त भूमि में या उस पर के अधिकार तारीख 23 जनवरी, 1999 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) उक्त सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
- (2) उक्त सरकारी कंपनी द्वारा शर्तें (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी वहन करेगी और इस प्रकार निहित भूमि में या उस पर के उक्त अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जिमें अपील आदि की बाबत उपगत सभी व्यय भी, उक्त कंपनी वहन करेगी,
- (3) उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित भूमि में या उस पर के उक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
- (4) उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना भूमि को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) उक्त सरकारी कंपनी, ऐसे निर्देशों और शर्तों का जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त अधिकारों में या भूमि पर के विशिष्ट क्षेत्रों के लिए दिए जाए या अधिरोपित की जाए, पालन करेगी ।

[सं. 43015/18/95-एलएसडब्ल्यू/पीआरआईडब्ल्यू]

के. एस. क्रोफा, निदेशक

New Delhi, the 9th July, 1999

Order

S.O. 2016.— Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O.223, dated the 7th January, 1999 in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 23rd January, 1999, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights, in or over the lands as described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur, (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over the said lands so vested, shall, with effect from the 23rd January, 1999, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :-

- (1) the Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights in or over the land, so vesting, shall also be borne by the Government Company;
- (3) the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;

- (4) the Government Company shall have no power to transfer the lands and rights in or over the said lands so vested to any other person without the previous approval of the Central Government; and
- (5) the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 43015/18/95-LSW/PRIW]
K. S. KROPHA, Director

नई दिल्ली, 14 जुलाई, 1999

शुद्धि-पत्र

का. आ. 2017.— भारत के राजपत्र, तारीख 29 मई, 1999 के भाग 2, खंड 3, उपखंड (iii) में पृष्ठ क्रमांक 3231 से 3232 पर प्रकाशित, भारत सरकार, कोयला मंत्रालय की अधिसूचना का०आ० 1455 तारीख 12 मई, 1999 में :

पृष्ठ क्रमांक 3231 अधिसूचना में,

पंक्ति 2, " करती है कि कि इससे " के स्थान पर " करती है कि इससे " पढ़ें ।

पंक्ति 6, " उपायुक्त सरगुजा " के स्थान पर " कलेक्टर सरगुजा " पढ़ें ।

अनुसूची में,

" खनन अधिकारी " के स्थान पर " खनन अधिकार " पढ़ें ।

तालिका में, तहसिल स्तंभ के नीचे,

क्रम संख्या 3, " रजपुर " के स्थान पर " सूरजपुर " पढ़ें ।

क्रम संख्या 3, " सूरजपुर " के स्थान पर " सूरजपुर " पढ़ें ।

आरादीत वन भूमे तालिका में,

" कम्पाटमेंट सं० " के स्थान पर " कम्पाटमेंट सं.

118 पढ़ें ।

उप डिवीजन	के स्थान पर	उप डिवीजन
118 सूरजपुर		सूरजपुर
		पढ़ें ।

ग्राम अनुजनगर (भाग) में अर्जित प्लॉट संख्यांक में,

पंक्ति 1, " 32 (भाग), 33 (भाग) " के स्थान पर " 32 (भाग), 33 " पढ़ें ।

पंक्ति 3, " 213 (भाग), 222, " के स्थान पर " 213 से 222 " पढ़ें ।

पंक्ति 5, " 442 (भाग), 443 से 461 " के स्थान पर " 443 से 461 " पढ़ें ।

पंक्ति 9, " 899 से 1050 भाग " के स्थान पर " 899 से 1050 " पढ़ें ।

पृष्ठ क्रमांक 3232, ग्राम महेशपुर (भाग) में अर्जित प्लॉट संख्या में,

पंक्ति 1, " 1120 (भाग), 1121 (भाग) के स्थान पर " 1120 (भाग), 1121 " पढ़ें ।

सीमा वर्णन में, रेखा छ।-ज-झ-झ। में,
 पंक्ति 3, " 525,534,50। " के स्थान पर " 525,524,50। " पढ़ें।
 " रेखा झ --- ज-जट-ट " के स्थान पर रेखा " झ।-ज-ज-ट-ठ " पढ़ें।
 " रेखा " य-क " के स्थान पर " रेखा ड-क " पढ़ें।

[सं. 43015/21/95-एलएसडब्ल्यू/पीआरआईडब्ल्यू]

के. एस. क्रोफा, निदेशक

New Delhi, the 6th July, 1999

CORRIGENDUM

S.O. 2017.—In the notification of the Government of India in the Ministry of Coal number S.O. 1455, dated the 12th May, 1999, published at pages 3233 to 3234 of the Gazette of India, Part II, Section-3, Sub-Section (ii), dated the 29th May, 1999:—

At page 3234,—

- (a) Under the heading "plot numbers acquired in village Gajadharpur(Part)"
 - (i) In line 1, for "499(Part), 500", read "499(Part), 500",
 - (ii) In line 2, for "564(Part), 590(P)", read "564(Part), 590(Part)",
 - (iii) In line 3, for "1042, 1043(P)", read "1042, 1043(Part)",
- (b) Under the heading "plot numbers acquired in village Anujnagar(Part)",
 - (i) In line 1, for "41(Part), 43 to 47", read "41(Part), 42(Part), 43 to 47",
 - (ii) In line 4, for "463(Part), 464, 465(Part)", read "463(Part), 464(Part), 465(Part)",
- (c) Under the heading "BOUNDARY DESCRIPTION", under sub-heading "I1-J-K-L", in line 1, for "41, 48" read "51, 48".

[No. 43015/21/95-LSW/PRIW]
 K. S. KROPHA, Director

श्रम मंत्रालय

नई दिल्ली, 18 जून, 1999

का. आ. 2018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोझीकोड के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-6-99 को प्राप्त हुआ था।

[सं. एल-12012/206/91-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 18th June, 1999

S.O. 2018.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 17-6-99.

[No. L-12012/206/91-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE**IN THE COURT OF THE INDUSTRIAL TRIBUNAL,
KOZHIKODE**

(Dated this the 31st day of May, 1999)

Present

Shri M.N. Radhakrishna Menon

Industrial Tribunal

I.D. 34/91

Between :

The Deputy General Manager,
Canara Bank, T.C. 26/273,
Circle Office, M.G. Road,
P.B.No. 312, Thiruvananthapuram,
Pin : 695001.

And

Shri T.K. Lakshmi Narayanan,
Gowri Building, Perumal Koil Graman,
Kollangode, P. O., District : Palakkad,
Kerala-678001.

REPRESENTATIONS :

Sri P. M. Padmanabhan	For Management.
Advocate, Kozhikode.	
Sri K. Hemachandran,	For Workman.
Advocate, Kozhikode.	

AWARD

(1) Government of India as per their order No. L-12012/206/91-I.R. B-II dated 22-10-91 referred an industrial Dispute in respect of the following issues for adjudication to this Tribunal :—

“Whether the action of the management of Canara Bank in dismissing from services of Shri T.K. Lakshmi Narayanan, Clerk, Sultan's Battery Branch with effect from 7-1-89 is justified? If not, to what relief the workman is entitled?”

(2) Shri T.K. Lakshmi Narayanan, the workman involved in this dispute was charge sheeted by the management Bank by the charge sheet No. TSSW/1/86/T-37/VM dated 18-1-86 alleging certain misconducts committed by him while he was working as clerk at Sultan's Battery Branch during 1974, as per the provisions contained Canara Bank Service Code.

(3) The first charge is that while the workman was working as Clerk at the Bank's Sultan's Battery Branch, on 22-10-1973, he introduced the S.B. Account bearing No. 1455/73 in the name of Smt. K. Pathumma, he produced a letter dated 18-8-1974 purportedly having the left hand thumb impression of the said Smt. K. Pathumma for closing the S.B. Account No. 1455/73 and for handing over the balance to him and accordingly the account was closed subsequently. On verification, it is found that Smt. K. Pathumma did not give any letter to him authorising him to close her account and to receive the amount. This amounted to attempt to cause damage to the property of the Bank/customer and act prejudicial to the interest of the Bank.

(3) The second charge is that while the workman was working as clerk at the bank's Sultan's Battery Branch, on 7-10-1974, he produced a letter dated 15-9-1974 purportedly written by Sri K. Ramachandran, Timber Merchant, Chulliodde for closing the following R.D. Accounts.

RD A/c. No. 308.	—	Master Ratheesh.
RD A/c. No. 309.	—	Baby Sukumari.
RD A/c. No. 310.	—	Master Raman.
RD A/c. No. 311.	—	Master Preman.
RD A/c. No. 312.	—	Master Valsan.
RD A/c. No. 313.	—	Baby Priya.
RD A/c. No. 314.	—	Baby Bindu.
RD A/c. No. 315.	—	Baby Hema.

On the strength of the above letter, the above R.D. accounts were closed on 7-10-1974 and an amount of Rs. 40 was paid to him after deducting Rs. 15-60 towards Commission charges. On enquiry, it is found that the above accounts were opened by him in fictitious names. This amounted to knowingly making false statement/information in the course of employment in the Bank and wilful attempt to cause damage to the property of the Bank and doing act prejudicial to the interest of the Bank.

(4) Sri. Lakshmi Narayanan, did not accept the charges. Therefore, the management has appointed Sri. L-Simon Dod Singh as enquiry officer to enquire into the charges and submit a report over the matter. Accordingly, he conducted an enquiry and submitted a report finding him guilty of the charges. Accepting the findings of the enquiry officer, the workman was dismissed from the services of the bank with effect from 7-1-89. Aggrieved by this, the workman has raised an industrial dispute, which has culminated in the present reference.

(5) Above reference was accepted to file and issued notice to the parties, pursuant to which, they have entered appearance and submitted their pleadings.

(6) The workman has submitted his claim statement on 1-1-92, in which he challenged the procedure adopted by the enquiry officer and the findings of the enquiry officer as well as the legality and justifiability of the punishment of dismissal inflicted upon him.

(7) The management has on 29-1-92 submitted their written objections justifying the procedure adopted by the enquiry officer and his findings as well as the punishment inflicted upon the workman.

(8) From the pleadings, it was found that the parties were in serious controversy regarding procedural aspects of the enquiry as well as the findings of the enquiry officer and therefore, it was tried as preliminary issue. At the preliminary stage, the parties have adduced evidence to substantiate their contentions. The enquiry officer was examined as MW1 and the enquiry file was marked as Ext. M1. The workman was examined as WW1 and no documentary evidence was adduced on his side. After hearing both sides I have passed a preliminary order on 13-9-95 holding that the procedure adopted by the enquiry officer is correct, but his findings are unsustainable. In short, the enquiry was set aside and the matter was posted for fresh evidence of the management with a view to substantiate the charges as there was specific plea in this regard in their written objection.

(9) At this state, the management has examined MWs. 2 to 10 and marked Exts. M1 to M 28. The workman has again tendered oral evidence at this stage also and produced and marked Exts. W1 to W3.

(10) From the material on record, the issues that arise for my consideration are whether the charges levelled against the workman are proved or not, and whether the punishment of dismissal is justified in view of the facts and circumstances of the case.

The Point :

(11) The first charge levelled against the workman is that while the workman was working as clerk in Sultan's Battery Branch on 22-10-73, he introduced the S.B. A/c. No. 1455/73 in the name of Smt. K. Pathumma. He produced a letter dated 18-8-74 purportedly having the left thumb impression of Smt. K. Pathumma for closing the said account

and handing over the balance to him and accordingly the account was closed subsequently. On verification, the said letter was found to be false. Thus he has attempted to cause damage to the property of the bank/customer and acted in a manner prejudicial to the interest of the bank.

(12) I have examined the evidence on record with reference to the above charge. It is admitted by the workman in his evidence as WW1 that the S.B. Account No. 1455/73 of Smt. K. Pathumma was opened at his instance and he has introduced the account holder to the bank. This is not an incriminatory act. It is the allegation that he produced a forged letter dated 18-8-74 and caused to close the said account. The workman has presented the said letter on 8-11-74 and the same was instrumental in closing of the said account. S/s. V.M. Venugopalan and K. Mukundamenon MWs. 2 and 5 have testified before me that on 15-11-74 Smt. Pathumma (MW7) has sent an amount of Rs. 17 through her husband Sri. Pocker (MW8) for remitting it to the bank for the credit of S.B. A/c. No. 1455/73 in the name of Smt. K. Pathumma maintained in Canara Bank, Sultan Battery Branch and after remitting the amount to the bank, it was revealed that the said account was closed on 8-11-74 and the balance in the account was paid to Sri. T.K. Lakshmi Narayanan and this matter was informed to Mr. Pocker. Then on the same day, the account holder Smt. Pathumma along with her husband, Sri. Pocker came to the branch and complained to them that she has not authorised Sri. T.K. Lakshmi Narayanan to close the account and to receive payment on her behalf. She has not executed any letter of authority authorising the bank to close the account and pay proceeds to him. Thereupon, MW2 reduced her oral complaint in writing and obtained her thumb impression and it is Ext. M1 A before me. Ext. M1 A is attested by MW8 Pocker and one Karayai Rajan another account holder of the bank.

(13) Ext. M1 (d) is the letter purported to be written by Smt. K. Pathumma authorising Sri T.K. Lakshmi Narayanan to close the S.B. Account No. 1455/73 and to receive cash on her behalf. It is not disputed by the workman that Ext. M1 (d) is written in his handwriting. It is clear from the evidence of MW2 and MW5 that S.B. Account No. 1455/73 was closed on 8-11-74 at the instance of the workman. From the evidence of MW2 and MW5 and Exts. M1 (d), M5 and Ext. M1 A, it is made out that the S.B. Account No. 1455/73 in the name of Smt. Pathumma was closed based on Ext. M1 (d) produced by Sri. T.K. Lakshmi Narayanan.

(14) Smt. Pathumma as MW7 testified before me that she has not authorised Sri. T.K. Lakshmi Narayanan to close her account or to receive the payment on her behalf. Her evidence is not controverted in any manner. Her evidence is corroborated by the evidence of Sri Pocker (MW8) her husband. It is made out that Sri. Karayai Rajan who has attested Ext. M1 A complaint of Smt. K. Pathumma is no more. Considering the above uncontroverted evidence adduced by the management, I conclude that Sri Lakshmi Narayanan has presented forged authorisation letter of Smt. K. Pathumma

on 8-11-74, which was instrumental in closing of her S.B. Account No. 1455/73.

(15) The management has introduced a case that the workman has received the proceeds after closing S.B. Account No. 1455/73 on 8-11-74. It is pertinent to note that they have no such case in the charge sheet or in their pleadings. Sri. Mukunda Menon who was examined as MW5 before me was MW1 before the enquiry officer. In his evidence before the enquiry officer, he has clearly testified that the proceeds after closing S.B. account No. 1455/73 was credited to the suspense account. It means at the stage of enquiry, the management had no case that the proceeds were received by the workman. In the 2nd charge, the management has specifically spelt out that the workman has received the proceeds after closing the account. Therefore, the case of the management that the workman has received the proceeds of closing S.B. account No. 1455/73 is an improvement and it cannot be accepted.

(16) Sri Lakshmi Narayanan as WW1 has testified before me that Smt. Pathumma had opened S.B. account and R.D. account at his instance. She is a worker attached to Poomala Estate, Sultan Battery and the workman had been to the estate in August, 1974 and Pathumma wanted him to close the account and collect the money. Then as desired by her, he prepared Ext. M1 (d) authorisation letter and obtained her thumb impression before J.D. Macleode, Proprietor of the Estate. Macleode has attested Ext. M1 (d) letter. Ext. M1 (d) was kept in his table drawer and the account was closed making use of this letter. But he has not withdrawn the cash. In other words, it is his contention that Ext. M1 (d) authorisation letter is a genuine document. But it is his contention that he has not produced the authorisation letter and got the account closed. If it is a genuine and bona-fide document there is nothing incriminatory in producing and closing the account. But Smt. Pathumma as MW7 clearly testified before me that she has not authorised him to close the account. Her evidence is trustworthy and reliable. The workman has no case that there is any illwill in between them so as Smt. Pathumma to foist a false case against the workman. Further, it is the case of the workman that Ext. M1(d) is attested by Sri. J.D. Macleode, the employer of Smt. Pathumma. But he has not taken any effort to examine the attesting witness and controvert the evidence of Smt. Pathumma and make out his bonafides in the matter. Therefore, the contention of the workman that Ext. M1 (d) is a genuine document does not inspire any confidence in me. The workman has raised a further contention that he was in police custody (CBI) on 8-11-74 and therefore, it was impossible to present Ext. M1 (d) on the above date. But this aspect of his defence is not made out by any tangible evidence. From the above, it has to be concluded that the workman has presented forged authorisation letter on 8-11-74 and closed the S.B. account No. 1455/73 of Smt. K. Pathumma.

(17) The 2nd charge is that he has opened R.D. account Nos. 308 to 315 in fictitious names and produced a

letter dated 15-9-74 purportedly written by Sri. K. Ramachandran, Timber merchant. Chulliode for closing the said accounts and the said accounts were closed on 7-10-74 and an amount of Rs. 40/- was received by him. Thus he has committed the alleged misconducts.

(18) Shri A.P. Kunhammu (MW4) has testified before me that on 7-10-74 Sri. T.K. Lakshmi Narayanan approached him with M1 (g) letter purported to have been signed by Sri. K. Ramachandran father and guardian of the R.D. account holders 308 to 315, 8 pass books and the discharge slips Ext. M1 (i) to M1 (p) purportedly signed by Sri. K. Ramachandran and blank Ext. M1 (e) debit slip with a signature on its reverse purportedly to be that of Sri. K. Ramachandran and told him that Sri. Ramachandran was known to him and that the workman was authorised to receive the payment of eight R.D. accounts and requested him to close the account and to pay the proceeds to him. Accordingly, he closed the accounts and made entries in the ledger sheets marked as Ext. M1 (r) to M1(y). he has recorded the fact of having closed the accounts and payment made to Sri. T.K. Lakshmi Narayanan in his handwriting and put his signatures in the above Exts. He had filled up Ext. M1 (i) to M1 (p) discharge slip and has prepared the calculation sheet marked as Ext. M1 (f) and an amount of Rs. 40 after recovering commission of Rs. 15-60 was paid to Sri. T.K. Lakshmi Narayanan and it was noted by him Exts. M1 (r) to M1 (y) M1 (f) and M1 (e). He prepared Ext. M1(e) and Lakshmi Narayanan has put his signature on the reverse of M1 (e) in token of having received the payment. He has identified the signature of Sri T.K. Lakshmi Narayanan on the reverse of M1 (e). Above evidence of MW4 stands uncontroverted and therefore, it can be relied on. Further, his evidence is corroborated by the evidence of MW5, Sri. Mukunda Menon.

(19) Sri. Peter Antony Xavier who was the cashier on 7-10-74 has testified before me as MW1 that Sri. T.K. Lakshmi Narayanan has signed on the reverse of Ext. M1(e) in his presence as instructed by MW5, Senior Manager and that the signature on the reverse of Ext. M1 (e) is that of Sri. T.K. Lakshmi Narayanan. He has categorically testified further that the amount of Rs. 40/- after deducting the commission of Rs. 15.60 from the total proceeds of Rs. 55-60 was paid to Lakshmi Narayanan after recording to that effect in M1(e) as well as in shroff cash book page 158 as item 52 on payment side and item 43 in receipts side for commission of Rs. 15-60.

(20) Sri. Mukunda Menon as MW5 has testified before me that when the records relating to closing of R.D. accounts, Nos. 308 to 315 such as Exts. M1. (e), M1 (f), (i) to M1 (P) and M1 and M1(q) were passed on to him and it was observed that the related account opening forms were not available so as to verify the signature of Sri. K. Ramachandran. Therefore, he directed the staff concerned to produce them and it was found that they were not available. Then he hesitated to pass Ext. M1 (e) for payment. Thereupon, Sri. T.K. Lakshmi Narayanan approached him saying that he has been

authorised to receive the amount and that he has only introduced the accounts and so payment should be given to him as per the letter of authority. Thereupon, he insisted for the signature of Sri. T.K. Lakshmi Narayanan on the reverse of Ext. M1 (e) to make him responsible for receiving the payment and also for the transaction though this was not required when a staff produced the letter of authority. Ext. M1 (g) authorisation letter is written in the handwriting of the workman authorising the bank to close the R.D. accounts and pay the proceeds to him. The workman has as directed by him signed on the reverse of Ext. M1. (e). debit slip. He has further stated that he has initiated Ext. M1 (i) to M1 (P) discharge vouchers under signature verified column in the light of the assertions made by the workman and on the strength of assurance of responsibility made by him. Above aspects of the evidence of MW5 are not controverted in any manner and therefore, it can be believed as true and correct.

(21) It is an admitted case of the workman that M1 (g) authorisation is written in his handwriting. Considering the evidence of above witnesses and the Exts. it can be concluded that the workman has produced Ext. M1 (g) letter of authority, got closed R.D. accounts Nos. 308 to 315 and received the net proceeds of Rs. 40.

(22) The most incriminatory aspect of the charge is that the above accounts were fictitious in nature. Sri. Mukunda Menon (MW5) has testified before me that consequent to the unearthing of mail transfer fraud amounting to Rs. 2.90 lakhs perpetrated on the bank by the workman by fabricating mail transfers by forging the signature of power of attorney holders and managing to withdraw the above amount from the bank and upon finding that the workman has opened and closed so many amounts, the bank has sent letters to doubtful account holders. The letter sent to Sri. K. Ramachandran, Timber Merchant, Chulliode who was holding the R.D. account Nos. 308 to 315 for and on behalf of his minor children was returned by the postal authorities with the remarks that 'no such addressee'. Ext. M1 (h) is the office copy of letter dated 31-12-74 addressed to Sri. K. Ramachandran, Ext. M1 (q) is the copy of his letter addressed to Deputy General Manager, informing the above aspects. The related envelope was seized by the C.B.I. Officials and taken into their custody. Above aspects of his evidence are not controverted in any manner.

(23) Sri. K. Unnikrishnan MW3 who has conducted a local investigation as to the status of Sri. Ramachandran, Timber Merchant, Chulliode has testified before me that he had made enquires at Chulliode with several persons and based on the information so collected he came to the conclusion that Sri. Ramachandran was a fictitious person. Ext. M6A is his report. The report contains the statements given by 4 persons residing in the locality permanently for more than 30 years. He had also made enquiries with the post office and Village office before arriving at his conclusions. Above evidence is cogent and truthful and it is not controverted in any manner.

(24) Sri Abbas MW9 with whom MW3 made enquiries during the course of his local enquiry has testified before me that he was born and brought up in Chulliode and was a member of Nenmeni Panchayat of Chulliode in ward 3 for about 10 years. There was no such person by name K. Ramachandran, Timber Merchant in Chulliode during these years. He further stated that there is only one place viz., Chulliode in Sultan Battery Taluk. I find his evidence is authentic, cogent and reliable.

(25) Sri. M.A. Haris, MW10, the former Manager, Sultan Battery Branch deposed before me that he had sent a letter to Sri. K. Ramachandran, Timber Merchant, Chulliode containing the envelope marked as Ext. M1 3 and that it was returned undelivered with the endorsement of postal authorities as addressee 'not known'. He further stated in his cross examination that the above address was sufficient for the identification of the addressee and denied the suggestion that the address of Sri. K. Ramachandran was insufficient to identify the person. I have scrutinised his evidence and in my view, his evidence is also reliable and clinching to the point.

(26) The counsel for the workman has argued that the letter addressed to Sri. K. Ramachandran, Timber merchant, Chulliode is returned as the address was insufficient. But it is seen that the endorsement of the postal authorities on the returned envelope is not to the effect that the address is insufficient but that there is no such addressee. Therefore, above line of argument of the counsel cannot be accepted.

(27) From the above evidence adduced by the management, it is made out that Sri. K. Ramachandran, Timber Merchant, Chulliode is a fictitious person. The stand of the workman with regard to the allegations set out in the 2nd charge is not consistent through out. In the domestic enquiry held on 5-4-'88, he adopted a stand before the enquiry officer that he did not remember Sri. K. Ramachandran. It is his further statement that Sri. Ramachandran was present on 7-10-'74 and received the cash by himself. It is not known as to why then there shall be a letter of authority in this regard. The workman as WW1 has advanced a case before me that the letter of the authority (M1 g) was written and signed by him at the instance of his officer Muraleedharanaik in September, 1974 and it was retained by him in his custody and he did not present it on 7-10-1974 received the cash. But he had no such case before the enquiry officer. In the domestic enquiry, the workman deposed before the enquiry officer that the signature affixed on the reverse of Ex. M1. (e) resembles his without specifically denying that it is not his signature. It is pertinent to note that Ext. M22 A evidences that point that Sri. Muraleedharanaik was relieved from the Sultan Battery branch and he joined in West Hill Branch on 6-8-1974. Further, it is made out by the management that Sri. Naik had died in 1988. Therefore above defence version is patently false and hence not accepted by me. From the above discussion, it has to be concluded that the workman has concocted a letter of authority and presented it on 7-10-'74 and closed the R.D. account Nos. 308 to 315 and received an

amount of Rs. 40 after deducting Rs. 15.60 towards commission charges. It is made out by the management that the above accounts are fake and fictitious. The management has not produced the records relating to opening of the above R.D. accounts. Therefore, the allegations that above accounts were opened by the workman in fictitious names are not made out.

(28) Next aspect to be considered in the light of the proved misconducts is whether the dismissal of the workman is justified or not, if not what shall be the reliefs or directions that can be issued in the matter. It is made out by the management that the workman has forged a letter of authority of Smt. K. Pathumma and closed the S.B. account No. 1455/73. It is further made out that after cooking up a letter of authority the workman has got closed R.D. account Nos. 308 to 315 and obtained Rs. 40 from the bank. These are the misconducts that are made out by the management. It is based on the charges in the charge sheet dt. 18-1-1986 that the management has dismissed the workman from 7-1-1989, which is the subject matter of challenge in the present proceedings. The management has no contention either in the dismissal order issued to the workman or in their pleadings before this court that the dismissal is motivated by the proved charges as well as the past blemishes of the workman. But the management has adduced certain evidence with a view to make out that the past services of the workman are also blemished, and argued that proved misconducts along with his past blemishes would justify the dismissal. In view of the fact that there is no such case for the management in the dismissal order or in their pleadings, I am not inclined to look into that contention so also the related evidence. Any evidence not supported by any pleadings is to be ignored and I do so. The proved misconducts are that the workman has forged a letter of authority and closed accounts of an illiterate woman. He has also forged another letter of authority and closed R.D. accounts Nos. 308 to 315 and obtained its proceeds to the tune of Rs. 40. It is the contention of the management that the fictitious account was opened by the workman himself. If that be the case, the above amount which is necessary for opening account belongs to him. As a result of the misconducts committed by the workman, the Bank has not incurred any financial loss. But the lack of integrity of the workman is evident from the proved misconducts itself. Confidence and trust are paramount considerations to be borne in mind while considering the nature of misconduct of a bank employee. Hence it is not desirable to retain him in service any longer. I find that the misconducts before me are not so grave as to inflict the extreme punishment of dismissal of the workman from the services of the Bank. Dismissal is a punishment in the nature of economic death sentence as far as the workman is concerned. Considering all these aspects, I am of the view that the workman cannot be reinstated in service but his dismissal shall be converted to discharge with some compensation. There is no readymade formula for fixing compensation in this regard. It is to be borne in mind that the

workman has committed some misconducts. But at the same time he shall not be put to starvation. Thus considering all relevant aspects and in the interest of justice, I find that two months wages for every year of service will be a suitable compensation in this case and I fix the compensation accordingly. This shall be computed on the basis that the service of the workman from 1-1-1970 to 7-1-1989 were continuous and uninterrupted. The wages payable as on January, 1989 shall be the wages to be taken into account for computation of compensation. The workman will not be entitled to any other reliefs.

(29) In the result, an award is passed converting the dismissal of workman with effect from 7-1-1989 to one of discharge with compensation @2 months wages for every year of service from 1-1-1970 to 7-1-1989.

M. N. RADHAKRISHNA MENON, Industrial Tribunal

APPENDIX IN I.D. 34/91

Witnesses examined on the side of the Management :

MW1	: Simon Dod Singh.
MW2	: V.M. Venugopalan.
MW3	: K. Unnikrishnan.
MW4	: A.P. Kunhammu.
MW5	: K. Mukundamenon.
MW6	: Jolly Kuriakose.
MW7	: Pathumma.
MW8	: Pocker.
MW9	: Abbas.
MW10	: M.A. Haris.
MW11	: Petter Antony Xavier.

Witness examined on the side of the Worker :

WW1	: T. K. Lakshminarayanan.
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Exhibits marked on the side of the Management :

Ext. M1	: Enquiry file.
(a)	: Representation from K. Pathumma to the Manager, Canara Bank, Sultan's Battery, dated 15-11-1974.
(b)	: Copy of account opening form of K. Pathumma dated 22-10-1973.
(c)	: Debit Slip receipt of Canara Bank, Sultan's Battery.
(d)	: Letter from Smt. K. Pathumma to the Manager, Canara Bank, Sultan's Battery dated 18-8-1974.
(e)	: Debit Slip of Rs. 55-60 dated 7-10-1974 of Canara Bank, Sultan's Battery.
(f)	: R.D's. closed statement of Canara Bank, Sultan's Battery.
(g)	: Letter from Ramachandran. K. Timber Merchant to the Manager, Canara Bank, Sultan's Battery dated 15-9-1974.

(h)	: Letter dated, 3-12-1974 from the Manager, Canara Bank Sultan's Battery to Mr. Ramachandran, K. Timber Merchant, Chulliode.	Ext. M6A	: Report submitted from Sri. K. Unnikrishnan dated 21-11-1995.
(i)	: Signature verified card dt. 7-10-1974 (Discharge voucher).	Ext. M6(a)	: Statement from K. Bhaskaran, Hill Produce Merchant to Sri. K. Unnikrishnan, Investigating Officer, Canara Bank Circle Office, Thiruvananthapuram dated 18-11-1995.
(j)	: Signature verified card dt. 7-10-1974 (Discharge voucher).	(b)	: Statement from K.M. Abbas, Suja Furniture Works, Chulliode to Sri. K. Unnikrishnan, Investigating Officer, Canara Bank Circle Office, Thiruvananthapuram dated 18-11-1995.
(k)	: Signature verified card dt. 7-10-1974 (Discharge voucher).	(c)	: Statement from C. Alavi, Fish Merchant to Sri. K. Unnikrishnan, Investigating Officer, Canara Bank Circle Office, Thiruvananthapuram dated 18-11-1995.
(l)	: Signature verified card dt. 7-10-1974 (Discharge voucher).	(d)	: Statement from M.A. Issac to Sri. K. Unnikrishnan, Investigating Officer, Canara Bank Circle Office, Thiruvananthapuram dated 18-11-1995.
(m)	: Signature verified card dt. 7-10-1974 (Discharge voucher).		
(n)	: Signature verified card dt. 7-10-'74 (Discharge voucher).	Ext. M7	: Account opening form of K. Pathumma dt. 16-11-1974.
(o)	: Signature verified card dt. 7-10-1974 (Discharge voucher).	Ext. M8	: Specimen signature card of K. Pathumma.
(p)	: Signature verified card dt. 7-10-1974 (Discharge voucher).	Ext. M9	: Invoice dated 14-9-1996 from C.B.I. to Jolly Kuriakose.
(q)	: Letter dt. 16-12-1974 from Canara Bank to the Deputy General Manager, Staff Section, Western Zone.	Ext. M10	: Letter dt. 3-12-1974 from Canara Bank, Sultan's Battery to Mr. Ramachandran, K. Timber Merchant, Chulliode.
(r)	: Copy of Recurring deposit ledger sheet dated 27-7-1967.	Ext. M11	: Proceedings of the Deputy General Manager dated 26-2-1990.
(s)	: Copy of Recurring deposit ledger sheet dated 13-1-1961.	Ext. M12	: Returned envelope addressed to K. Ramachandran, Timber merchant, Chulliode.
(t)	: Copy of Recurring deposit ledger sheet dated 28-8-'59.	Ext. M13	: Returned envelope addressed to K. Ramachandran, Timber merchant, Chulliode.
(u)	: Copy of Recurring deposit ledger sheet dated 6-7-1967.	Ext. M14	: Death certificate of Rajan dated 20-8-1992.
(v)	: Copy of Recurring deposit ledger sheet dated 9-11-1971.	Ext. M15	: Letter dt. 14-9-1974 from the Forest Range Officer, Sultan's Battery range, Kupjadi.
(w)	: Copy of Recurring deposit ledger sheet dated 1-9-1973.	Ext. M16	: Copy of the order of the Divisional Forest Officer, Kozhikode in O.R. 1/74-75 of Sultan's Battery range.
(x)	: Copy of Recurring deposit ledger sheet dated 7-10-1965.	Ext. M17	: Copy of the statement of Sri. Lakshminarayanan, Clerk, Canara Bank, Sultan's Battery.
(y)	: Copy of Recurring deposit ledger sheet dated 13-2-1963.	Ext. M18	: Representation from Sri. Kali and Ammalu to the Canara Bank Custodian dated 7-7-1972.
Ext. M2	: Copy of representation from K. Pathumma to the Manager, Canara Bank, Sultan's Battery, dated 15-11-1974. (2nd copy).	Ext. M19	: Charge Sheet dated 19-11-1973.
Ext. M3	: Returned envelope addressed to Karayi Rajan.	Ext. M20	: Letter dated 3-9-1974 from the Enquiring Officer to Sri. T.K. Lakshminarayanan, Clerk, Canara Bank, Sultan's Battery.
Ext. M4	: Account opening form of Karayi Rajan dt. 21-4-1973.		
(a)	: Specimen signature card of Karayi Rajan.		
Ext. M5	: Receipt dt. 8-11-'74. (Debit slip).		
Ext. M6	: Savings Bank ledger sheet of Canara Bank, Sultan's Battery regarding account closed.		

- Ext. M21 : Letter dated 1-1-1974 from the Deputy General Manager, Canara Bank to Shri. K. Lakshminarayanan, Clerk, Canara Bank.
- Ext. M22 : Proceedings of the General Manager, Canara Bank dated 21-3-1974.
- Ext. M22A : Letter dated 6-8-1974 from the Manager, Mukundamenon, Canara Bank, Sultan's Battery.
- Ext. M23 : Photocopy of account opening form dated 11-9-1985 of G.M. Mecleode.
- Ext. M23A : Account opening form dated 11-9-1985 of G.M. Mecleode (Original).
- Ext. M23B : Shroff cash book of Canara Bank.
- Ext. M24A : Account opening form of G.M. Macleode dt. 3-10-1973.
- Ext. M25 : Copy of Account opening form dated 3-10-1973 of G.M. Mecleode.
- Ext. M25A : Letter dt. 18-12-1973 from St. Mary's College, Sultan's Battery to Mr. Mukunda Menon, General Manager, Canara Bank, Sultan's Battery.
- Ext. M26 : Proceedings of the General Manager, Canara Bank, Sultan's Battery dated 4-8-1973.
- Ext. M27 : Copy of extract from the proceedings of the meeting of the Board of directors of the Bank held on 13-8-1970.
- Ext. M28 : Office note dated 12-11-1974 of Canara Bank.
- Exhibits marked on the side of the Worker :**
- Ext. W1 : Copy of Proceedings of the General Manager, Canara Bank dated 29-12-1969.
- Ext. W2 : Copy of judgement dated 23-7-1985 of the High Court of Kerala, Ernakulam.
- Ext. W3 : Copy of the order passed by the Hon'ble Supreme Court of India in Criminal appeal No. 841/1985.

नई दिल्ली, 21 जून, 1999

क्रा. आ. 2019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-6-99 को प्राप्त हुआ था।

[सं. एल-12012/274/95-आई.आर.(बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 21st June, 1999

S.O. 2019—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government

Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 18-6-99.

[No. L-12012/274/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

दिनांक : 11-6-99

केस नं.-सी.आई.टी. 5/97

विज्ञप्ति संख्या-एल 12012/274/95 दिनांक 31-12-96

क्षेत्रीय प्रबंधक,

सेंट्रल बैंक ऑफ इण्डिया,

आनन्द भवन, एस.सी. रोड,

जयपुर

बनाम

अध्यक्ष,

आल बैंक सफाई कर्मचारी संघ, राजस्थान

द्वारा सेंट्रल बैंक ऑफ इण्डिया, एम.आई. रोड,

जयपुर।

उपस्थित—क्षेत्रीय प्रबंधक, सेंट्रल बैंक ऑफ इण्डिया

की ओर से

—श्री महेन्द्र सिंह

अध्यक्ष,

आल बैंक सफाई कर्मचारी संघ,

राजस्थान की ओर से

—अध्यक्ष एवं श्रमिक

पंचाट की तारीख—11-6-99

पंचाट

केन्द्रीय सरकार की उक्त विज्ञप्ति के द्वारा निम्न विवाद तय किए जाने हेतु निर्देशित किया गया

“Whether the action of the management of Central Bank of India, Jaipur is not regularising the services of the workman Shri Bhanwarlal, daily rated sweeper, who is employed on permanent vacant post at branch Manjhi (Raj.) Central Bank of India w.e.f. 28-10-89 continuously and non payment of wages as per management's Circular No. Co./91-92/91 dated 14-5-91 is legal and justified? If not, to what relief the workman is entitled and from what date?”

पक्षकारों को नोटिस जारी किए गए। दिनांक 10-2-97 को क्षेत्रीय प्रबंधक, सेंट्रल बैंक ऑफ इण्डिया की ओर से दिनांक 10-2-97 को एक प्रार्थना पत्र प्रस्तुत किया गया कि पक्षकारों के बीच विवाद का समझौता हो गया है

व तय किये जाने हेतु कोई विवाद नहीं रहा है। प्रार्थना पत्र के साथ मैमोरेन्डम ऑफ सेटलमेंट अन्तर्गत औद्योगिक विवाद अधिनियम (नियम-58) की फोटो प्रति प्रस्तुत की गई। जिसे सत्यापित किये जाने हेतु कई अवसर पक्षकारों को दिये गये। समझौता ज्ञापन श्री आर. के. बक्शी, सेंट्रल बैंक ऑफ इण्डिया एवं श्रमिक भंवरलाल व अध्यक्ष आल बैंक सफाई कर्मचारी संघ, राजस्थान के बीच हुआ बताया जाता है। श्री आर. के. बक्शी उपस्थित नहीं है। क्षेत्रीय प्रबंधक सेंट्रल बैंक ऑफ इण्डिया की ओर से समझौता ज्ञापन को सत्यापित किये जाने हेतु श्री महेन्द्र सिंह को अधिकृत नहीं किया गया है अतः इन परिस्थितियों में समझौता ज्ञापन का सत्यापन संभव नहीं है। अध्यक्ष, आल बैंक सफाई कर्मचारी संघ ने प्रार्थना-पत्र प्रस्तुत किया कि चूंकि पक्षकारों के बीच समझौता हो गया है, इसलिए कोई विवाद नहीं रहा है। आगे कोई कार्यवाही न की जावे।

चूंकि पक्षकारों के बीच समझौता हो गया है एवं विवाद तय किये जाने हेतु कोई बिन्दु नहीं है अतः विवाद रहित पंचाट परित किया जाता है। पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम की धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

ह./पीठासीन अधिकारी

नई दिल्ली, 21 जून, 1999

का. आ. 2020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-6-99 को प्राप्त हुआ था।

[सं. एल-12012/276/95-आई.आर.(बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 21st June, 1999

S.O. 2020.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 18-6-99.

[No. L-12012/276/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM
LABOUR COURT, JAIPUR

Case No. C.I.T. 3/97

Central Govt. Notification No.L-12012/276/95. IR [B-2]
dated 7-1-97.

Satish Chand S/o Shri Gopal Dass C/o Gopal Hair Dresser
Nai Mandi, Bharatpur

V/s

Zonal Manager, Punjab & Sind Bank-C-29 Govind Marg,
Adarsh Nagar, Barf Khana, Jaipur.

Present-None for the parties.

Date of Award—11-6-99

Award

The Central Govt. vide notification referred above has referred the following dispute for adjudication :

“Whether the action of the management of Punjab & Sind Bank is justified in terminating the services of Shri Satish Chand S/o Shri Gopal Dass w.e.f. 10-6-99. If not to what relief the said workman entitled?”

Registered notices were sent to both the parties for intimation of the date of hearing. The applicant was asked to submit the statement of claim. Notices have been served upon both the parties. However, none of the party is present. The applicant workman has sent an application the Zonal Office Punjab & Sind Bank Jaipur has given him permanent employment and therefore there does not remain any dispute between him and the above Bank.

As per the application of workman there does not remain any dispute between him and the opposite party for adjudication. Accordingly no dispute award is passed the copy of the award may be sent to the Central Govt. for Publication u/s 17(1) of the Industrial Disputes Act, 1947.

Sd/- Presiding Officer

नई दिल्ली, 21 जून, 1999

का आ. 2021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-6-99 को प्राप्त हुआ था।

[सं. एल-12012/339/95-आई.आर.(बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 21st June, 1999

S.O. 2021.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 18-6-99.

[No. L-12012/339/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

अनुबंध

नई दिल्ली, 22 जून, 1999

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

केस नं. : सी.आई.टी. 2/97

विज्ञप्ति संख्या : एल—12012/339/95/ आई.आर.(बी.2)

दिनांक 31-12-96

अध्यक्ष, यूको बैंक स्टाफ एसोसिएशन,

परवाना भवन, माधोबाग, जोधपुर।

बनाम

असिस्टेंट जनरल मैनेजर,

यूको बैंक, ए-30, शास्त्रीनगर, जयपुर।

उपस्थित स्टाफ एसोसिएशन की ओर से — कोई नहीं

विपक्षी की ओर से — श्री ओ. पी. शर्मा,

एडवोकेट

पंचाट की तारीख — 11-6-99

पंचाट

केन्द्रीय सरकार की उक्त विज्ञप्ति द्वारा निम्न विवाद तय किये जाने हेतु निर्देशित किया गया—

“Whether the action of the Assistant General Manager, UCO Bank, Jaipur in stopping chain officiating vide their letter No. JZO C/PMG/93/04 dt. 19-7-93 is legal justified and proper. If not, what relief concerned workman is entitled to.”

दिनांक 25-3-97 को आदेश दिया गया कि श्रमिक अपना क्लेम आगामी तारीख को पेश करे। पुनः दिनांक 24-7-97 को क्लेम पेश करने का आदेश दिया गया। दिनांक 23-9-97 को श्रमिक यूनियन को पुनः नोटिस जारी किये जाने का आदेश दिया गया कि दिनांक 9-12-97 अथवा इससे पूर्व क्लेम पेश करे। दिनांक 9-12-97 को पुनः अन्तिम अवसर क्लेम पेश करने का दिया गया। 28-5-99 को पुनः अध्यक्ष यूको बैंक स्टाफ एसोसिएशन को नोटिस जारी किया गया कि वे दिनांक 11-6-99 को क्लेम पेश करें। बावजूद तामिल रजिस्टर्ड नोटिस के न तो अध्यक्ष, यूको बैंक स्टाफ एसोसिएशन उपस्थित आये न ही कोई क्लेम प्रस्तुत किया गया, जिससे प्रकट होता है कि उक्त एसोसिएशन की क्लेम पेश करने में कोई रुचि नहीं है। चूंकि एसोसिएशन के द्वारा कोई क्लेम प्रस्तुत नहीं किया गया है अतः विवाद रहित पंचाट पारित किया जाता है। पंचाट की एक प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम की धारा 17(1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाय।

हस्ता.

पीठासीन अधिकारी

का आ. 2022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, कानपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-6-99 को प्राप्त हुआ था।

[सं. एल-12012/224/95-आई.आर.(बी.-I)]

सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 22nd June, 1999

S.O. 2022.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Kanpur and their workman, which was received by the Central Government on 21-6-1999.

[No. L-12012/224/95-IR(B-I)]

C. GANGADHARAN, Desk Officer
ANNEXURE

Before Shri B.K. Srivastava Presiding Officer Central
Govt. Industrial Tribunal Cum Labour Court Deoki Palace
Road Pandu Nagar, Kanpur

Industrial Dispute No. 39 of 1997

In the matter of dispute between :

N.K. Paliwal

Asstt. General Secretary

S.B.I. Staff Association C/o State Bank of India

Main Branch, Mall Road, Kanpur

AND

Asstt. General Manager

State Bank of India

Region-III

Kanpur Zonal Office

Mall Road Kanpur

Appearance : Shri R. A. Awasthi for the workman

Shri S.N. Sharma for the Management

AWARD

1. Central Government Ministry of Labour New Delhi
vide its Notification No. L-12012/224/95-I.R.(B-I) dated

7-2-97 has referred the following dispute for adjudication to this Tribunal :

KYA BHARTIYA STATE BANK KE PRABANDHAN DWARA RAM GOPAL LIPIK KE DO VETAN VIRIDH ROKNE KA DAND DENA NYOCHIT AUR VAIDHANIK HAI ? YDI NAHI TO SAMBANDHIT KARMKAR KIS ANUTOSH KA HAKDAR HAI ?

2. Although the reference has been heard on preliminary issue regarding fairness and propriety of domestic enquiry, final award is being given as the management have not reserved their right to prove misconduct, in case the domestic enquiry held not to be fair and proper.

3. The concerned workman Ram Gopal is working as clerk at Ghatampur Branch of the opposite party State Bank of India. He was issued charge sheet dated 3-12-93 which runs as under :—

- (i) That while you were officiating as JMGS 1 on 19-9-90 you had opened a Savings Bank Account No. 11626 of Shri Dinesh Chandra, well known to you as he was resident of same village Jahangirabad to which you belong. His integrity was not beyond doubt and this fact was not brought to the knowledge of the Branch Manager by you to protect the Bank's interest.
- (ii) That on 10-4-91 you filled in and also signed as Dinesh Chandra & Savings Bank withdrawal for Rs. 28,800 from Savings Bank Account No. 11626 the payment of which was obtained fraudulently. Your above acts on your part beside casting serious aspersions on your integrity and bonafides are highly prejudicial in Bank's interest and also exposed the Bank to financial loss. You are thus charged under para 521(4)(j) of Sastry Award as retained by Desai Tribunal in its Award.

The concerned workman denied charges. One D.P. Kapoor and office of the bank was appointed enquiry officer. He submitted his report on 9-6-94 holding that charge No. 1 was not proved where as charge No. 2 was proved. After issuing show cause notice dated 12-8-94 disciplinary authority by way of punishment ordered for withholding of two increments by order dated 26-11-94.

4. The concerned workman has raised the instant industrial dispute. It has been alleged that enquiry was not fairly and properly held. Further he had not committed any mistake. In the written statement it was alleged that enquiry was fairly and properly held. Further reference is bad being under Section 2(A) I.D. Act.

5. On the pleading of the parties following preliminary issue was framed :

Whether the domestic enquiry conducted by the management was not fair and proper ?

Istly the objection of the management may be considered. In my opinion this objection is not based on facts. A bare perusal of the reference is go to show that it has been made under section 10(1) I.D. Act. Hence the objection of the management that it is a reference under 2(A) is not correct.

6. On merits as the concerned workman has been accutted of charge No. 1 by enquiry office it needs not to be examined again. As regards the 2nd charge I find that management had not produced any evidence. Instead one Ravi Khanna the presenting officer has simply made statement that this charge is proved by Ext. 3 withdrawal form. A perusal of proceedings dated 27-11-94 would go to show that presenting officer had not given any evidence. Instead he had made statement how the charges were proved. In my opinion barely filing documents was not enough. The concerned Accountant or Branch Manager ought to have been examined to prove the writing. In the absence of such prove these documents could not be read in evidence. Thus virtually it is a case of no evidence. Consequently the finding of enquiry officer is this regard is perverse. A perusal of written statement and Addl. W.S. of the bank would go to show that they have not made any request to prove the charges on merits in case the enquiry proceeding are held to be vitiated. In its absence the management has got no right to prove misconduct on merits.

It was held so in the case of Bharat Forge Co. Ltd V/s A. B. Zodge AIR 1996 (30) 1556. In this case Hon'ble Supreme Court had traced to laid down from the case of Worker of M/s Fire Stone Tyre & Rubber Co. of India V/s Management AIR 1973 (80) 1227.

7. In view of above as the finding of enquiry officer is perverted and as the management has not reserve right to prove misconduct on merits my award is that order of punishment dated 26-11-94 passed by the opposite party Bank against the concerned workman is bad in law. Consequently he will be entitled for all benefits.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 जून, 1999

का आ. 2023.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, कानपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-6-99 को प्राप्त हुआ था।

[सं. एल-12012/225/95-आई.आर. (बी.-I)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 22nd June, 1999

S.O. 2023.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Kanpur and their workman, which was received by the Central Government on 21-6-99.

[No. L-12012/225/95-IR(B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B.K. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBU-
NAL-CUM-LABOUR COURT, DEOKI PALACE ROAD,
PANDU NAGAR, KANPUR

Industrial Dispute No. 37 of 1997

In the matter of dispute between :

Arvind Kumar Gupta
C/o N.K. Paliwal
Asstt. General Secretary
State Bank of India Staff Association
State Bank Main Branch, Mall Road,
Kanpur

AND

Asstt. General Manager
State Bank of India
Region-III, Kanpur
Zonal Office Mall Road,
Kanpur

Appearance : Shri R. A. Awasthi for the workman

S.N. Sharma for the management

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/225/95-I.R. (B-I) dated 5-2-97 has referred the following dispute for adjudication to this Tribunal :

KYA STATE BANK OF INDIA KE SAHAIK MAHA
PRABANDHAK KSHETAR III KANPUR KE DWARA
ARVIND KUMAR GUPTA KO EK SAL KI VETAN
VIRIDH TATHA NILAMBAN AWADIH KA
BAKAYA VETAN NA DENNE KA DAND DENA
NAYOCHIT HAI ? YADI NAHI TO KARMCHARI
KIS ASHUTHOSH KA HAKDAR HAI ?

2. Although the reference has been heard on Preliminary issue regarding fairness and propriety of domestic enquiry under the special circumstances final award is being given.

The concerned workman a member of staff was working at current account counter at Meston Road, Kanpur Branch of the opposite party State Bank of India. He was issued a chargesheet dated 8-12-93 which runs as under.

You are hereby required to show cause to why disciplinary action should not be taken against you on one or more of the following charges :

While working on the Current Account counter at Meston Road (Kanpur) branch the undernoted lapses in the conduct of Current Account No. 36 of M/s. Dinesh Prakashan have been observed on your part.

- (i) That on 18-3-93 you received an application alongwith a cheque book containing unused cheque forms duly allowed by the Branch Accountant, for closing of the above noted current account. You closed the aforesaid account on 27-4-93.
- (ii) That you kept the surrendered cheque book containing unused cheque forms in your open drawer from 18-3-93 to 27-4-93.
- (iii) That on 10-5-93 while receiving the clearing cheques you did not tally them and consequently the loss of a cheque of Rs. 8,00,000 did not come to the knowledge of Bank exposing it to financial loss.

You are thus charged of displaying wilful negligence in performance of your duties and action in a manner prejudicial to the interest of the Bank in terms of para 521(4)(J) of Salary Award as retained by Desai Tribunal in its Award.

2. Your reply to the above noted charge should reach the undersigned within seven days from the date of receipt of this Memo. failing which it would be understood that you have nothing to state and the Bank would take such action against you as it deems fit under the rules governing your service.

The concerned workman denied the charges. An officer of the Bank Dinesh Bihari was appointed as enquiry officer. He submitted his report on 3-4-94, holding that Charge No.1 was not proved whereas remaining three charges were proved. After issuing show cause notice dated 27-5-94 punishment by way of withholding of one increment for one year and forfeiture of remaining subsistence allowance, was awarded by order dated 12-11-94.

3. Feeling aggrieved Arvind Kumar Gupta raised instant industrial Dispute.

4. In the claim statement the concerned workman has challenged the fairness and propriety of domestic enquiry which fact was denied by the opposite party. Further it was

alleged that reference having been made under Section 2(A) I.D. Act is bad in law.

5. On the pleadings of the parties following preliminary issue was framed :

Whether the domestic enquiry conducted by the Management was not fair and proper ?

As regards the objection that reference is bad I find that actually it has not been under Section 2(A) I.D. Act. Instead it has been under Section 10(A) I.D. Act. Hence this objection is over ruled. On merits it has already been show that enquiry officer had find that charge No. 4 has not been established. Hence it is no longer open for question on the side of management. I further find that before enquiry officer management has examined one Ram Swaroop PW(1) he has only proved charge No. 1. No one had turned to prove charges 2 and 3. In its absence the finding of enquiry officer regarding charges 2 and 3 is perverse being without evidence.

6. As regards charge No.1 the concerned workman has not disputed that he did not close the account on that very date. However he has given explanation for the same as this explanation has not been supported by his evidence it was rightly not accepted. Hence to hard facts remain that this charge is proved. However I am of the opinion that it does not amount to major misconduct as no loss or prejudice has been caused to bank. Hence charge under major penalty ought not to have been framed. Instead it was a case of warranting enquiry on the basis of minor misconduct.

7. It is true that his Tribunal can not go into the proportionately of punishment when it is less than dismissal or removal from service. However the legality of the punishment can always be examined. Obviously punishment by way of withholding one increment and forfeiture of remaining subsistence allowance amount to major punishment is bad in law. A mere warning in this regard would be enough.

8. In view of above discussion my award is that the order of punishment dated 12-11-94 by way of withholding one increment and forfeiture of balance of subsistence allowance is bad in law. Consequently he will be entitled for all consequential benefits.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 1999

का आ. 2024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विल एंड एक्सल प्लांट, बंगलौर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-1999 को प्राप्त हुआ था।

[सं. एल-41012/81/96-आई.आर.(बी-1)]

सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 25 June, 1999

S.O. 2024.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Wheel & Axle Plant, Bangalore and their workman, which was received by the Central Government on 24-6-99.

[No. L-41012/81/96-IR(B-I)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated 15th June, 1999

Present : Justice R. Ramakrishna, Presiding Officer.

C.R. No. 246/1997

I Party

Shri J. R. Ramakrishna,

C/o Huchappa,

H. No. 1, Allasandra,

G. K. V. K. Post,

Bangalore-560065

II Party

The Dy. Chief Mechanical

Engineer,

O/o General Manager,

Wheel & Axle Plant,

Yelahanka, Bangalore-64.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. 41012/81/96-IR (B-I) dt. 3-7-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Wheel & Axle Plant, Yelahanka, Bangalore is justified in removing Sri J. Ramakrishna, from service w.e.f. 18-5-1992? If not, to what relief the workman is entitled?"

2. The I Party was appointed as Fitter Maintenance on 4-9-84. He was required to undergo probation for a period of 2 years. Due to his irregularity in attending the duties his probation was extended twice. He has been warned on some

occasions and minor penalty was also imposed against him. Undisputedly, he remained absent unauthorisedly as follows :

Year	No. of days
1. 1985	13-1/2 days
2. 1986	01 day
3. 1987	82 days
4. 1988	99-1/2 days
5. 1989	10 days
6. 1990	65-1/2 days
7. 1991	91 days
8. 1992	32-1/2 days

3. For the unauthorised absence from 28-1-91 to 25-5-91 the II Party have issued a major Penalty Charge sheet under Railway Servants (Disciplinary & Appellate) Rules, 1968. Even after receipt of the Chargesheet, the attendance was not improved. Therefore, the II party initiated a domestic enquiry on the allegation of charge by appointing one Senior Section Engineer as Enquiry Officer. This officer after giving notice of enquiry has conducted a domestic enquiry in accordance with Law. We have taken this issue as a preliminary issue and gave a finding in favour of the management by order dt. 20-4-99. After this order, the dispute was taken to give finding on merits.

4. It is admitted of no doubt that this workman was most irregular in attending to his work. His sudden absence caused dislocation of maintenance work and loss to the Railway administration. In fact, he was found absent even after issue of the present chargesheet and therefore the II Party obliged to award the punishment of withdrawing of 2 sets of PTOs during 1992, vide order dt. 18-3-92.

5. Infact, the Enquiry officer to reach a finding against the workman has relied not only on documentary evidence but also on oral evidence of the workman where he has accepted his carelessness in remaining absent unauthorisedly without any intimation.

6. Therefore, the Disciplinary Authority, the Appellate Authority and the Revisional Authority have taken these facts into consideration and passed the order of removal.

7. The worker in the claim statement, though questioned the validity of the order of removal was not able to justify the same. Infact, he has contended in Para 9 of his Claim Statement;

“Even agreeing for the sake of arguments that the I Party workman is guilty of the alleged charges levelled against him, without admitting the same, the punishment imposed on him is most disproportionate to the gravity of the alleged

charges levelled against him. Hence, this Hon'ble Tribunal has got power and jurisdiction under Sec. 11A of the Industrial Disputes Act, 1947 to interfere with and set aside the order of removal passed by the II Party management”.

8. There is no doubt that the conduct of the workman opposed the working standards and amounts to violation of Rule 3(i) (ii) and (iii) of the Conduct Rules, which means that a Railway servant shall at all time maintain devotion to duty and do nothing which is unbecoming of a Railway servant.

9. Admittedly, this workman is from Gulbarga which is backward in industrial development. He belongs to scheduled caste. His evidence recorded to give a finding on the validity of domestic enquiry is totally silent as to his conduct in remaining absent for the periods mentioned above.

10. He confined his evidence only to the charge alleged in the charge sheet. He was also not kept under suspension during the course of this enquiry. The I party was also not able to prove that he was actually ailing during the period of his absence as alleged in the charge sheet.

11. Devotion to duty is one of the criteria for making progress in any undertaking. Lack of such devotion dislocates all work and thereby the company will suffer.

12. However, the question that remains to be answered is whether the I Party is entitled to have the benevolent provisions contained in Section 11A of the Industrial Disputes Act. Application of this Provision mostly depends on the gravity of misconduct. The framers of disciplinary rules, along with other mis-conducts such as theft, misappropriation, misbehaviour have also included the unauthorised absence as one of the misconduct.

13. The term mis-conduct implies wrong intention, and not only a mere error of judgment. In *Sheik Mohammed Vs GG in Council*, AIR 1954, Nagpur Court, 337, the term misconduct was defined as follows :

“Misconduct literally means wrong or improper conduct i.e. conduct in violation of a definite rule of action. It ordinarily means failure to do what is required of a person on be done. An omission to do what is required of a person to do may therefore constitute misconduct even though the person has not acted wilfully or maliciously.”

14. Sec. 11A was introduced by the Act 45/71 for impassionate reasoning given in *R. M. Parma's case* (1982) IC 1031.

15. Section 11A gives discretion to the adjudication authority to satisfy itself that the order of discharge or dismissal, is not justified, the power to set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions as it thinks fit, or give

such relief to workman including the award of lesser punishment in lieu of discharge or dismissal as the circumstances of the case warrants. The provision of this section indicates the adjudication authorities shall rely only the materials on record and shall not take any fresh evidence in relation to this matter for the application of this section. Therefore no judgment rendered prior to the introduction of this Section, throw any light on the discretionary powers of the adjudication authorities.

16. The intention of Section 11A is empowering jurisdiction to set aside the order of discharge or dismissal of a workman and directing the reinstatement. It also had discretion to mould the punishment including the award of lesser punishment in lieu of discharge as may be warranted by the circumstances of the case.

17. For the reasons discussed above, I proceed to make the following order.

ORDER

The reference is allowed. The punishment of dismissal from service passed by the Disciplinary Authority and confirmed by the Appellate Authority and Revisional Authority are hereby set aside.

The II Party is directed to reinstate this workman to the post and grade he was holding before his services were removed. He is entitled to have the benefit of continuity of service, but, he is not entitled to claim backwages.

If he remains absent unauthorisedly even for one day the II Party are at liberty to discharge him from service. This condition will be in operation for a period of 5 years from today.

(Dictated to the Stenographer, transcribed by her, corrected and signed by me on the 15th June, 1999).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 25 जून, 1999

का. आ. 2025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटिग्रल कोच फैक्टरी, मद्रास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण तमिलनाडु, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-06-1999 को प्राप्त हुआ था।

[सं. एल-41012/117/91-आई.आर. (डी.यू.)/बी-1]

सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Tamil Nadu, Chennai as shown in the Annexure in the

Industrial dispute between the employers in relation to the management of Integral Coach Factory, Madras and their workman, which was received by the Central Government on 24-06-1999.

[No. L-41012/117/91-IR (D.U.)/BI]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, CHENNAI

Thursday, the 25th day of February, 1999

Present

Thiru S. Ashok Kumar, M.Sc., B.L.,

Industrial Tribunal

Industrial Dispute No. 1 of 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the workman and the Management of Integral Coach Factory, Madras).

Between

Shri G. Ramchandran,

No. 1/34, Pachai Perumal Koil Street,

Agarmmel, Madras-600 056.

and

The General Manager,

Integral Coach Factory,

Perambur, Madras-600 038.

Reference :—Order No. L-41012/117/91-IR(DU), Ministry of Labour, dated December 1992, Govt. of India, New Delhi.

This dispute coming on for final hearing on Monday, the 11th day of January 1999, upon perusing the reference, claim, counter statements and all other material papers on record, upon hearing the arguments of Thiru S.N. Ravichandran, Advocate appearing for the petitioner and of M/s. S. Venkataramani, and Hanu Babu, Koka, Advocates appearing for the respondent-management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the Management of Integral Coach Factory, Madras in removing from Service Shri G. Ramachandran Khalasi Helper, with effect from 26-6-87 is legal and justified ? If not, to what relief the affected workman is entitled to ?"

2. The main averments found in the claim statement filed by the petitioner are as follows :

The petitioner was appointed as a Mali by the respondent, Integral Coach Factory, Madras w.e.f. 17-2-79 and transferred as Khalasi w.e.f. 26-4-79. He was promoted as Khalasi helper w.e.f. 26-11-84. Due to domestic problem and mental agony, the petitioner was severely attacked by Hemiphalise on left side and he also lost his mental balance from 23-12-85 to 20-12-87, and was undertaking treatment in a Private Nursing home from 1-1-85 to 20-12-87. The petitioner came to know of his removal from service of the respondent w.e.f. 26-6-87 for unauthorised absence. The petitioner preferred an appeal against the impugned order of removal from service and has produced a medical certificate for a period from 1-1-85 to 20-12-87. The petitioner has not received any order of notice from the Appellate Authority on his appeal. The petitioner submitted his review petition on 8-3-88 and the same was dismissed on 23-4-88 by the respondent. The petitioner again sent a mercy appeal and another petition to consider him for reinstatement into service on sympathetic grounds. On 14-12-89 the respondent dismissed the review petition. The order of removal from service is unsustainable in law and the same is in violative of Article 311 of Constitution and Principles of Natural justice. Since no enquiry was conducted for unauthorised absence, order is *void ab initio*. The order of removal amounts to retrenchment u/s. 2(00) of the I.D. Act, 1947. The respondent has not followed the mandatory procedure defined u/s. 25F of the I.D. Act, 1947. No notice was given to the petitioner nor any compensation in lieu of notice or any gratuity was given to the petitioner. The petitioner has put in 6 years of unblemished service and the impugned order of removal has been effected without taking into account of the blemishless record of service of the petitioner. The removal of the petitioner's service is punitive in nature and there having been no enquiry the order is not maintainable in law. The petitioner is the sole bread winner of his entire family. The petitioner prays to pass an award holding that the removal from service as unjustified and direct the respondent to reinstate him in service with continuity of service and backwages.

3. The main averments found in the counter statement filed by the respondent are as follows :

The petitioner while functioning as Khalasi helper remained unauthorisedly absent from duty for 111 days on cumulative effect from 23-1-85 to 30-6-85 and thereafter continuously from 1-7-85. He was issued a major charge sheet on 18-7-86, for his unauthorised absence. The charge sheet sent to his residential address by registered post with acknowledgement due was returned undelivered by the postal authorities with the endorsement "not found". In terms of the then existing orders on the subject contained in Railway Board's confidential letter no. E (D&A) 83-RG-6-47 dt. 30-8-84, in cases of unauthorised absence from duty/Hd. Qrs. or absconding, the charge memo should normally be sent to the last known address of the Railway servant. If that is

returned undelivered, it should be sent to all the addresses available on records of the office. If such communications are also returned undelivered, recourse should be had to provisions under Sub-rule (ii) to rule 14 of the Railway Servant (D&A) Rules 1968 according to which rule, the Disciplinary authority is empowered to dispense with the inquiry and impose the penalty after issuing a show cause notice. Since the charge memo first sent to the address of the petitioner at No. 1/28, Pachaiperumal Koil Street, Agarmel village, Poonamallee, Madras-56 was returned undelivered, the same was sent to the other known address viz., 2/25, Pachaivarna Perumal Koil Street, Nazarathpettai, Madras-602 103. This was also returned undelivered. Since the whereabouts of the petitioner were not known, the Disciplinary authority (WM/M-1/Shell) taking recourse to Rule 14 (ii) came to the conclusion that it was not reasonably practicable to hold an enquiry and issued a show cause notice to the petitioner on 23-4-87. This was also sent to both the above two addresses but both were returned undelivered with the endorsement "always not present". There upon the Disciplinary authority (WM/M-1/S) removed the petitioner from service w.e.f. 26-6-87 vide Penalty order dt. 23-6-87. This Penalty order also was returned undelivered from both the Post Offices with the same remarks "always not present". The Penalty order was then posted on the notice board at the work spot of the petitioner, duly witnessed by 2 employees as required under the Rule. The Penalty order was followed by office order No. PB/S4/1448 dt. 28-10-87. It was clear from the postal endoresments contained on the registered covers that the petitioner was residing at these addresses but managed to evade service of the communications by staying away during delivery time or with the connivance of the postal staff. After a lapse of 5 months the petitioner sent his appeal against the penalty from the same address viz., 2/25, Pachaivôrna Perumal Koil Street, Nazarathpettai, Madras-602 103, whereas all the earlier communications sent to this address were managed to be returned undelivered. Though the appeal was barred by limitation, it was considered by the Appellate Authority. In his appeal dt. 4-12-87, the petitioner while acknowledging the receipt of office order removing him from service, claimed that he was taking private treatment from 1-1-85 to 20-12-87 for his mental depression from a Private Doctor at Pattabiram. It used to be the *modus operandi* for employees facing disciplinary action for prolonged unauthorised absence to keep silent till finalisation of proceedings and later come up with a cover up story that they were mentally depressed and taking private treatment etc. Neither the petitioner himself nor any of his family members bothered to inform the Administration about the reasons for his absence during the 2 year period. Though the petitioner was residing at 2/25, Pachaivarna Perumal Koil Street, Agarmel, Nazarathpettai, Madras-602 103, petitioner managed not to take delivery of any of the registered communications, sensing that they were connected with the disciplinary Proceedings. The petitioner has received the office order dt. 29-10-87 at the same address and also sent

his appeal from there. The petitioner enclosed a Private Medical Certificate dt. 21-12-87 covering the period from 1-1-85 to 20-12-87 with his appeal dt. 4-12-87. The Private Medical Certificate produced by the petitioner was only an alibi fabricated to thwart the disciplinary action for prolonged unauthorised absence and lacked credibility. The appellate authority did not find any reason to modify the penalty. The reviewing authority after considering the revision petition filed by the petitioner passed order on 23-4-88 wherein reviewing authority has also considered the revision petition, relevant past records which would show the poor record of attendance even earlier. After acknowledging receipt of the revisionary orders dt. 23-4-88, the petitioner submitted another petition in October, 1989 to which he was replied on 14-12-89 that no successive revision would be permitted under Rules. The petitioner received the office order removing him from service and also the appellate and revisionary orders, filed a claim petition before the Labour Court, Madras in CCP No. 68/92 claiming wages from 5-6-85 to 5-6-92 alleging that he was orally denied employment on 5-6-84, though he was fit, ready and willing to do his work. The petitioner was actually abstaining himself from duty unauthorisedly from 23-1-85. In the claim petition, the petitioner has deliberately suppressed the information regarding his unauthorised absence for 111 days on cumulative account from 23-1-85 to 30-6-85 and continuously from 1-7-85 till the date of removal from service on the disciplinary action taken against him as also all the connected orders. When the petitioner was pleading of mental depression and treatment from 1-1-85 to 20-12-87 in his appeal to the department, and on the other hand he is misleading the forum by telling that he was refused employment. This will speak to the fact how the petitioner is abusing the remedies available under the I.D. Act. The removal order in question was passed after correctly following the procedure contemplated under Rule 14 (ii) of the Railway Servants (Discipline & Appeal) Rules 1968 and the office order removing the petitioner has been acknowledged by him as also all the subsequent appellate & revisionary orders. The petitioner has tactfully evaded service of all communications under disciplinary proceedings which were sent to the correct address. He has also exhausted the departmental remedies of appeal and revision petition. Respondent prays to dismiss the petition.

4. On behalf of the petitioner, the petitioner was examined as WW1 and Ex. W-1 to W-5 were marked. On behalf of the respondent, Thiru. T. Chandran, Office Manager of the respondent was examined as MW-1 and Ex. M.1 to 16 were marked.

5. The Point for consideration is : Whether the action of the management of Integral Coach Factory, Madras in removing from service Shri G. Ramachandran, Khalasi Helper, with effect from 26-6-87 is legal and justified ? If not, to what relief the affected workman is entitled to ?

6. *The Point* : The petitioner Th. G. Ramachandran was appointed as a Mali in the respondent Integral Coach Factory Madras w.e.f. 17-2-79 and he was transferred as Khalasi w.e.f. 26-4-79. He was promoted as Khalasi Helper w.e.f. 26-11-84. The petitioner absented from duty without leave letter or prior permission from 1-1-85 and therefore Ex. M.1 charge sheet dated 18-7-86 was issued to him, to his last known address 1/28, Pachaiperumal Koil Street, Agaramel Village, Via Poonamallee, Madras-56 and the same was returned undelivered as not found, on several occasions. The returned cover is Ex. M.2. Once again the same charge sheet Ex. M. 3 framed against him for his absence of 111 days on cumulative account and continuously from 1-7-85 onwards was sent to another address of the petitioner at 2/25, Pachavarna Perumal St., Agaramel, Nazarethpettai, Madras-602 103. This charge sheet also returned as not served and the said returned cover is Ex. M. 3 Again a memo Ex. M. 5 dated 23-4-87 proposing to impose a penalty of removal from service and requiring representation of the petitioner if any was sent to him at his Pachaivarna Koil Street as well as the other address and these two letters to the last known address were not served and returned covers are Ex. M. 6 and M.7. On 19-6-87 Ex. M.8 penalty advice of removal from service w.e.f. 26-6-87 was passed by the Works Manager of the respondent and the same was also sent to the last known two addresses of the petitioner. The final order also could not be served since the registered letters sent to both the addresses returned unserved, with endorsement out of station and always not present. On 29-10-87 the respondent sent office order removing the petitioner from service and the same is Ex. M.11. The petitioner sent an appeal Ex. M.12 dt. 4-12-87 for revoking the order of removal from service and alongwith Ex. M. 12 appeal, the petitioner also sent Ex. W-1 Medical Certificate issued by a medical officer attached to the Primary Health Centre, Poonamallee, for his suffering from "Hemphalis" on left side and also mental unsoundness from 1-1-85 to 20-12-87 and about his fitness to join duty on 21-12-87. By an order Ex. M. 13 dated 2-3-88 the Chief workshop Engineer/Shell rejected the appeal on the grounds that his service records would show that the petitioner's attendance has been very unsatisfactory. On 8-3-88, the petitioner preferred the revision petition Ex. M. 14 to the General Manager to consider his case sympathetically. By an order dated 25-3-88 Ex. M. 15, the revision filed by the petitioner was dismissed by the General Manager. Ex. M. 16 is the letter of the Senior Personnel Officer intimating the petitioner about the disposal of the revision petition.

7. The contention of the petitioner is that since he was affected by some diseases "Hemphalis" on the left side and he was mentally unsound, he could not attend duty from 1-1-85 to 20-12-87, and without giving an opportunity to him to represent his case the respondent has removed him from service without any enquiry, and therefore the termination of service of the petitioner without any enquiry or notice or compensation is violation of Sec. 25 F of the I.D. Act, 1947. The contention of the respondent is that the petitioner was a

chronic absentee and he absented himself for duty for 111 days on cumulative account between 23-1-85 to 30-6-85 and he was continuously absent from 1-7-85 without prior sanction of leave or production of proper railway medical certificate and all the letters sent to the two addresses furnished by the petitioner returned undelivered and therefore the petitioner was removed from service as per the rules applicable to the railways.

8. The long absence, according to the petitioner is that he fell sick due to some domestic problem and he was under treatment under one Dr. K. Ganesan, M.B.B.S. of Government Primary Health Centre at Poonamallee, Madras-66 who issued Ex. W-1 Certificate for having treated the petitioner from 1-1-85 to 20-12-87. In the long spell of nearly three years, from January 1985 to 20-12-87 neither the petitioner nor any member of his family has made any whisper about the alleged sickness of the petitioner to any of the authorities of the respondent. The respondent, a limb of Southern Railway is maintaining a very big railway hospital at Perambur which has got all facilities for treatment of all diseases and also even for major operations like Bypass surgery. All Railway employees and their family members are entitled for free medical treatment in this hospital. But there is no explanation on the part of the petitioner as to why he has not chosen to come to the railway hospital but on the other hand has gone for treatment to a doctor attached to the Primary Health Centre which is several kilometres away from his place of work as well as place of his last known two residential addresses. Ex. W-1 Medical certificate is dated as 21-12-87. But in Ex. M.12 the appeal against the final order dated 4-12-87, Ex. W-1 medical certificate has been enclosed. It would show that either the medical certificate has been wilfully wrongly dated or the petitioner has given a false date in his appeal petition, which was already delayed by 5 months. However, the fact remains that Ex. W-1 medical certificate cannot be relied upon as a genuine document, to prove the alleged sickness of the petitioner. Even assuming that the petitioner was really sick, the petitioner is bound to inform his employer about his sickness and apply for medical leave. But the petitioner did not inform the employer the respondent herein until 5 months after the final order was passed against him.

9. The next contention of the petitioner is that the respondent has not conducted any enquiry against the petitioner for his unauthorised absence and therefore removal from service will amount to retrenchment, in violation of Sec. 25F of the I.D. Act, 1947. In support of the said contention the Learned Counsel for the petitioner relied upon judgements of the Hon'ble Supreme Court reported in 1993 (3) SSC 259, D.K. YADAV Vs. JMA INDUSTRIES LTD. & 1998 LIC 3021 UNION OF INDIA Vs. DINANATH SHANTARAM KAREKAR. In 1993 (3) SSC 259, the facts of this case are totally different from this case, on the ground that, the workman has put a plea that at the earliest, that despite he reported to duty and on all subsequent days and efforts to

join duty, he was refused to report for duty and was not allowed to sign the attendance register. In this case, the workman was absent continuously for more than 8 days which was a misconduct enumerated in certified Standing Orders and he was dismissed from service without giving an opportunity to the workman to put forth his case and also without conducting any domestic enquiry. The other case reported in 1998 LIC 3021, the workman was issued with a charge sheet which was returned with postal endorsement "not found". The management has not made any further efforts to serve the charge sheet on the workman and without making any further effort, the publication was made by the respondent in a Newspaper and there is nothing on record to indicate that the newspaper in which the show cause notice was published was a Newspaper which was expected to be read by public in general or one of wide circulation in the area or locality where the respondent lived, and therefore, the show cause notice could not be held to have been served on the respondent and on that ground the Hon'ble Apex Court has held that the entire proceedings were vitiated. The facts of the above mentioned two cases are totally different from the facts of this case. The petitioner had been absent for nearly three years and the charge sheet has been issued to his two addresses at 1/28, Pachaiperumal Koil St., Agarmel Village, via Poonamallee, Madras-56 which was returned as "not found" in several beats. Again the same charge sheet was sent to another, the new address 2/25, Pachaivarna Perumal St., Agarmel, Nazarethpettai, Madras- 602 103, and both letters have also returned, unserved with endorsement 'not found' in several beats and 'out of station'. Similarly giving an opportunity to make representation on the proposed penalty was also sent to the two addresses and both the covers returned with similar endorsement as 'gone out' or 'always not present'. Similarly penalty advice dt. 23-6-87 has also been sent to the two addresses mentioned earlier and both the covers have returned to the respondent with the same endorsement. Thus it could be seen that the respondent had made four attempts to serve the charge sheet and memorandum and penalty advice on the petitioner. On the first occasion to his one address and on the subsequent three occasions to the last known two addresses of the petitioner. In his evidence the petitioner has categorically admitted that addresses mentioned in both the covers are correct and that he is residing in these addresses. But the petitioner has never attempted to receive these letters which were kept in deposit atleast for 7 days on each occasion. Even if the petitioner was not present in the house at the time of delivery of these letters, he could have atleast authorised someone else to receive these letters on his behalf or he could have gone to the post office to receive these letters. The failure to do so would only show that the petitioner deliberately avoided receipt of the charge memorandum and penalty advice. During cross-examination he has admitted that he received the charge sheet dt. 18-7-86. But the petitioner has not chosen to send any reply after receipt of the charge sheet dated 18-7-86. Ex. M.4 is a copy of the Railway Board confidential letter from Deputy Director

of Establishment to the General Managers of all Indian Railways including Integral Coach Factory, the respondent herein. It reads as follows :

“It is inter alia, provided in sub-rule (7) of Rule 9 of the Railway Servants (Discipline & Appeal) Rules, 1968, that the disciplinary authority shall deliver or cause to be delivered to the charged railway servant a copy of the articles of charges etc. It is provided in sub-rule (23) of the said rule that the Inquiring authority may hold the inquiry *ex parte* only if the railway servant to whom a copy of the articles of charges has been delivered does not submit written statement of defence on or before the specified date or does not appear in person before the Inquiring Authority.”

2. In view of the above position under the rules, Inquiry under the D&A Rules can be held *ex parte* only if after delivery of the Charge Memorandum, the railway servant does not comply with the requirements case on him by the rules. Delivery means actual delivery. Hence in cases of demand delivery of charge-memorandum, the enquiry cannot be held *ex parte* in terms of Rule 9 (23) of Railway Servants (Discipline & Appeal) Rules, 1968 because the Charge Memorandum has not actually been delivered.

3. In cases of unauthorised absence from duty/ Headquarters or absconding, therefore the Charge Memorandum should normally be sent to the last known address of the railway servant. If that is returned undelivered, it should be sent to all the addresses available on records of the office. If such communications are also returned undelivered, recourse should be had to the provisions of sub-rule (ii) of Rule 14 of Railway Servants (Discipline & Appeal) Rules, 1968. These guidelines should be kept in view in the matter of service of article of charges upon the delinquent railway servants in such cases and taking further action against them.”

As per Ex. M. + circular, enquiry under the disciplinary proceedings can be held *ex parte* only after the delivery of the charge memorandum, the railway servant does not comply with the requirements cast on him by the rules. Delivery means actual delivery. Therefore, in the cases of deemed delivery of charge memo, enquiry cannot be held *ex parte* in terms of Rule 9(23) of Railway Servants (Discipline & Appeal) Rules, 1968 because the charge memorandum has not actually been delivered. In cases of unauthorised absence from duty or absconding the charge memo should be normally sent to the last known addresses of the railway servant and if these return undelivered, it should be sent to all the addresses available on records of this office and if such communications are also returned, recourse should be had to the provisions of sub-rule (ii) of Rule 14 of Railway Servants (Discipline & Appeal) Rules, 1968. The said rule reads as follows :

14. Special Procedure in certain cases :—
Notwithstanding anything contained in Rules 9 to 13—

- (i) where any penalty is imposed on a Railway Servant on the ground of conduct which has led to his conviction on a criminal charge; or
- (ii) where the disciplinary authority is satisfied, for reasons to be recorded by it in writing, that it is not reasonably practicable to hold an inquiry in the manner provided in these rules; or
- (iii) where the President is satisfied that in the interest of the security of the State, it is not expedient to hold an enquiry in the manner provided in these rules. The disciplinary authority may consider the circumstances of the case and make such orders thereon as it deems fit. Provided that the Commission shall be consulted where such consultation is necessary, before any orders are made in any case under this rule.

The powers of the Disciplinary Authority under Rule 14 (ii) have been laid down by a Constitutional Bench consisting of 5 Judges of the Hon'ble Supreme Court in UNION OF INDIA & ANR. Vs. TULIRAM PATEL in 1985 II LLJ p. 206 and the salient features regarding these rules are as follows :

“While proceeding under Rule 14 (ii), it is not necessary that a minimal opportunity of showing cause should be given to the delinquent.

It is not necessary to wait for the situation to improve before finally taking action under Rule 14(ii).

It is not advisable to suspend a person, where it is not reasonably practicable to hold inquiry, rather than taking an action against him, as suspension causes drainage on public resources.

After the enquiry has been dispensed with, the penalty may be imposed straightaway and no further requirements of natural justice are attracted.

Circumstances necessitating application of Rule 14 (ii) may arise at any time, not only while issuing charge sheet, but at any later stage till the inquiry is complete. At any stage Rule 14(ii) may be applied.

While taking action under Rule 14(ii), the authority must record reasons in writing. Such reasons may or may not be communicated to the employee, though it will be advisable to communicate them.

The satisfaction of the authority will be subjective but on objective consideration and not *mala fide*.

The employee is not without any remedy in case where action taken under Rule 14(ii). He can still file an appeal.

The disciplinary authority on the spot is the best Judge of the situations and reasons recorded by him are final.

The reasons though final, yet are not above the judicial review of the Courts."

According to Ex. M.4, Railway Board Confidential letter No. E (D&A) 83 RG6-47 dt. 30-8-84, in cases of unauthorised absence from duty or absconding, the charge memo should normally be sent to the last known addresses of the railway servant, if that is returned undelivered, it should be sent to all the addresses available on records of the office and if such communications are also returned undelivered, recourse should be had to the provisions of Sub-rule (ii) of Rule 14 of the Railway Servants (Discipline & Appeal) Rules 1968. In this case also the charge memo has been sent not only to the last known address of the railway servant but also to both the addresses available on records of the office. Since all these letters returned undelivered, the respondent management has taken recourse to the provisions of Sub-Rule (ii) of Rule 14 of the Railway Servants (Discipline & Appeal) Rules, 1968. The respondent has also recorded his reasons in Ex. M.5 memorandum and held that it is not reasonably practicable to hold an enquiry in the manner provided in the Railway Servants (Discipline & Appeal) Rules, 1968. Therefore, there is nothing wrong on the part of the respondent in its failure to hold an enquiry about the unauthorised absence of the respondent.

In the result, award passed dismissing the claim of the petitioner. No costs.

Dated, this the 25th day of February, 1999.

S. ASHOK KUMAR, Industrial Tribunal

WITNESSES EXAMINED

For Worker side :

W.W.1 : Thiru G. Ramachandran

For Management side :

M.W.1 : Thiru T. Chandran

DOCUMENTS MARKED

For Worker side :

Ex. W-1 21-12-87 : Medical Certificate

Ex. W-2 21-12-87 : Acknowledgement

Ex. W-3 23-4-88 : Rejection order of the respondent on petitioner's revision petition.

Ex. W-4 1-4-91 : 2-A petition

Ex. W-5 31-8-91 : Counter

For Management side :

Ex. M.1/18-7-86 : Standard Form of Charge sheet

Ex. M.2/18-7-86 : Regd. Post (Retd. Cover) of petitioner.

Ex. M.3/18-7-86 : Regd. Post (Retd. Cover) of petitioner.

Ex. M.4/30-8-84 : Board letter No. E (D&A) 83-RG-6-47 dt. 30-8-94.

Ex. M.5/23-4-87 : Show cause notice

Ex. M.6] 23-6-87 : Reg. cover with show cause notice (Retd.)

Ex. M.7] : Penalty order.

Ex. M.8] 29-10-87 : Office order for removal with

Ex. M.9] : penalty order with returned cover.

Ex. M.10] : Office order for removal

Ex. M.11/29-10-87 : Appeal by employee (petitioner)

Ex. M.12/4-12-87 : Orders of Appellate authority

Ex. M.13/2-3-88 : Sympathetic reconsideration for appeal

Ex. M.14/8-3-88 : Office Note regarding removal from service of petitioner.

Ex. M.15/25-3-88 : Disposal of removal petition.

नई दिल्ली, 21 जून, 1999

का. आ. 2026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल वेयर हाउसिंग कार्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-6-99 को प्राप्त हुआ था।

[सं. एल-42012/6/94-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 21th June, 1999

S.O. 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 21-6-99.

[No. L-42012/6/94-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 42 of 1994

Parties : Employers in relation to the management of Central Warehousing Corporation

AND

Their workman.

Present :

Mr. Justice A. K. Chakravarty
..... Presiding Officer

Appearance :

On behalf of Management Mr. Arunava Ghosh, Advocate.

On behalf of Workman Mr. Madhusudan Dutta, Advocate.

State : West Bengal.

Industry : Warehousing.

AWARD

By Order No.L-42012/6/94-IR (Misc.) dated 30-11-1994/2-12-1994 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Central Warehousing Corporation, Calcutta in dismissing the service of Shri Budhia Naik, ex-chowkidar of C.W.C. Mullarpur vide order dated 9-2-93 is justified and legal ? If not, what relief the workman is entitled to ?”

2. Instant reference has arisen at the instance of one Shri Budhia Naik, ex-chowkidar of C.W.C. Mullarpur. His case, in short, is that he was working under the Central Warehousing Corporation as a Watchman at the Mullarpur Food Storage Depot. of the Corporation. A chargesheet was issued against him on 23-8-1992 at 10 A.M. and on or about 2 P.M. on the same date the Corporation held a domestic enquiry against the workman without giving him any opportunity to send his reply to defend his case before the Enquiry Officer. No witness was examined by the Enquiry Officer but he found him guilty of the charges. The report of the Enquiry was challenged as perverse. The workman is illiterate and lowly paid. On the basis of the enquiry report he was dismissed from service with effect from 9-2-1993. The workman preferred an appeal before the appellate authority and it was dismissed without showing any reason what-so-ever. The workman accordingly raised this dispute challenging the enquiry proceeding and his dismissal from service on the basis of the same as illegal and unjustified and malafide.

3. The management of the Central Warehousing Corporation filed a written statement alleging, inter alia, that the workman having admitted his guilt before the Enquiry Officer, there was no necessity of further enquiry into the matter and the Enquiry Officer rightly found him guilty of the charges levelled against him. Management denied that it had exploited or victimised the workman and has not observed

the principles of natural justice in holding the enquiry. Management accordingly prayed for dismissal of the workman's case.

4. The workman filed a rejoinder on the same line as made out by him in his written statement.

5. This Tribunal held a preliminary enquiry in respect of the legality and validity of the enquiry proceeding and by its order dated 23-12-1998 found the enquiry proceeding to be legal and valid and fixed the matter for hearing in respect of quantum of punishment under section 11A of the Industrial Disputes Act, 1947.

6. Heard Mr. Madhusudan Dutta, learned Advocate appearing for the workman and Mr. Arunava Ghosh, learned Advocate for the management.

7. It appears from record that the concerned workman was charged on four counts, namely, (i) He was in the habit of consumption of alcoholic drinks while on duty and abusing and quarreling with employees and the local people under intoxication; (ii) for remaining absent unauthorisedly from 30-5-1992 onwards; (iii) for borrowing of money from outsiders and non payment of hotel bills and (iv) for falsely informing the Warehouse Manager that some outsiders have physically assaulted him on 27-5-1992 at 10 A.M. inside Chatra Godown Complex. All these charges have been proved, as it will appear from the enquiry report, the question is what punishment would be suitable for commission of such offences. The management in its discretion having inflicted the punishment of dismissal from service, the question will be whether such punishment can be considered to be proportionate to the gravity of the offence committed by the workman.

8. Before proceeding to discuss this aspect of the matter it is necessary to note that the conduct of the concerned workman even after his dismissal from service. Even though he admitted his guilt before the Enquiry Officer for which he was found to be guilty in respect of the charges, the concerned workman instead of being repentant for which had been done by him have denied the charges levelled against him in his written statement filed before the Tribunal by making false and frivolous allegations against the management that he was assaulted by the management to admit his guilt. It is true that subsequent conduct of the workman after dismissal from service should not count for consideration, but, still then, the Tribunal while considering about the punishment shall take into account the extent of depravity of the person concerned about whose punishment it is considering.

9. For consideration of the gravity of the offences committed by the workman, it is necessary to take note of the nature of work of Chowkidar. A Chowkidar has got to be very careful in discharge of his duties of guarding godown,

premises or places for which he has been appointed. The discharge of the duties demands a high level of discipline and alertness for thwarting any danger to these godown etc. that may happen at any point of time. The concerned workman being a habitual alcoholic which is proved by his consumption of liquor during and outside duty hours, performance of the duty of Chowkidar which requires high level of discipline, sense of duty and alertness, as stated above by me, is not to be expected at all. Abusual and quarrel with employees and local people being a natural consequence of such intoxication is also a serious matter which cannot be taken lightly and it has bearing upon the image of the Corporation. The breach of peace also falls as a natural corollary of such irresponsible and reckless behaviour. Further, unauthorised absence on the part of a Chowkidar is a very serious matter and such irresponsibility on the part of the Chowkidar may cause serious loss to the Corporation. Regarding other two charges about borrowal of money from outsiders and non-payment of hotel bills and also the false reporting to his superior only show the extent of the depravity of the person concerned.

10. Management appoints its employee for the performance of the duties in an efficient manner. There may be occasions where efficiency on the part of an employee may be lacking to some extent for the reasons beyond the control of the employee or for any other suitable reason and it is only in those circumstances that lenient treatment should be meted out to the employees. But, in a given case where an employee is wretchedly depraved both in body and mind and his employment in the company instead of furthering the interest of the company is liable to cause considerable damage to its property and image, such employee only deserves the extreme punishment of dismissal from service and nothing short of that. Illiteracy of the concerned workmen as suggested by Mr. Dutta, learned Advocate for the workman cannot be of any consequence because illiteracy cannot be a justification for commission of acts which are dangerous and abominable.

11. In this connection I may refer to the case of C.M.C. Hospital Employees' Union & Anr. v. C.M.C. Vellore Association & Ors., reported in (1987) 4 Supreme Court cases 691. Where in paragraph 14 of the said decision the Hon'ble Supreme Court while discussing the powers of the Industrial Tribunal/Labour Court under section 11A of the Industrial Disputes Act, 1947 has held that "Section 11A which has been introduced since then into the Act which confers the power on the Industrial Tribunal or the Labour Court to substitute a lesser punishment in lieu of the order of discharge or dismissal passed by the management again cannot be considered as conferring an arbitrary power on the Industrial Tribunal or the Labour Court. The power under Section 11A of the Act has to be exercised judicially and the Industrial Tribunal or the Labour Court is expected to interfere with the decision of a management under Section 11-A of the Act only when it is satisfied that the punishment imposed by the manage-

ment is highly disproportionate to the degree of guilt of the workman concerned." Number of other decisions were cited by both the parties, but, there are nothing in these decisions to show that the Tribunal should needlessly interfere with the order of the management while there is absolutely no reason to do so, as stated above by me.

12. In the aforesaid view of the matter, the extreme punishment of dismissal from service of the concerned workman by the management of Central Warehousing Corporation must be held to be justified and no interference is called for against the said order of the management. Management thus being justified in dismissing the concerned workman from service, no relief shall be available to him in this case.

This is my Award.

Dated, Calcutta,

The 9th June, 1999.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 22 जून, 1999

का.आ. 2027.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता टेलीफोन्स दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-40012/45/92-आई आर (डीयू)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 22nd June, 1999

S.O. 2027.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Telephones, D/o Telecom. and their workman, which was received by the Central Government on 22-6-99.

[No. L-40012/45/92-IR(DU)]

B.M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 23 of 1993

PARTIES : Employers in relation to the management of
Calcutta Telephones

AND

Their workman.

PRESENT :

Mr. Justice A.K. Chakravarty Presiding
Officer

APPEARANCE :

On behalf of Management : Mr. Tapas Kr.
Chowdhury, Advocate.On behalf of Workmen : Mr. Madhusudan Dutta,
Advocate.

State : West Bengal. Industry : Telephones.

AWARD

By Order No.L-40012/45/92-IR(DU) dated 22-3-93 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of the Calcutta Telephones, Deptt. of Telecommunication, Taher Mansion, 8 Bentik Street, Calcutta in terminating the services of Shri Gobinda Chandra Paik w.e.f. 2-7-84 is justified ? If not, what relief he is entitled to ?"

2. Workman's case, in short, is that he worked for 5/8 days from February 1983 to June 1984 under a.c. (Computer + 2) in house computer cell of Calcutta Telephones. A certificate was granted to him on 23-7-1984. Even though there were requirement for full time work, the workman was given part-time work with ulterior motive. Though the workman worked for 2 years his service was suddenly terminated without any cause or reason with effect from 1st July, 1984. At the time of termination his salary was Rs. 7.80 per day. The workman applied to the management of Calcutta Telephones for his re-employment without any effect. A conciliation proceeding was accordingly initiated which culminated in the present reference. The workman has alleged that the job allotted to him being perennial in nature, his termination was arbitrary and *mala fide*. The workman has alleged that though he has worked for more than 240 days his service was terminated without issuance of termination notice and payment of compensation and the management accordingly violated the provisions of Section 25F of the Industrial Disputes Act, 1947. The termination being thus illegal, unjustified and *void ab initio*, the workman has prayed for his reinstatement with back wages.

3. The management of Calcutta Telephones in its consolidated written statement dated 17-1-1996 denied the tenure of 515 days of work as claimed by the workman. Management stated that the workman had worked for 41 days on full-time basis and 308 days on part-time basis between February 1983 to June 1984. Management denied that the work was of perennial nature and alleged that the job being purely temporary, he was disengaged from service after completion of particular extra pressure of job for which he was engaged. It is further alleged that his engagement being need based his disengagement took place after the completion of the need. It is also alleged that his employment being less than 12 months and he being not employed in each month of 12 calendar months, he is not entitled to notice and retrenchment compensation as required under Section 25F of the Industrial Disputes Act, 1947. Management has also alleged that the name of the workman was not sponsored through Employment Exchange. Management accordingly prayed for dismissal of the case of the workman.

4. Workman also filed a rejoinder alleging, *inter alia*, that after termination of his service he tried desparately for his reinstatement without any effect and that he worked for 515 days will be proved if the attendance register of the workman is produced. Rest of the allegations are merely repetition of what was stated in his written statement.

5. Both sides have produced certain documents and the parties have examined one witness on each side.

6. Heard Mr. Madhusudan Dutta, learned Advocate appearing for the workman and Mr. Tapas Kr. Chowdhury, learned Advocate appearing for the management.

7. There is no dispute in this case that the workman was engaged by the management of Calcutta Telephones as a casual labour. The workman admitted in his written statement that he worked on part-time basis. He, however, tried to state in his evidence that he worked continuously on full-time basis, which cannot be correct. The workman in his evidence stated that he worked continuously from 19-2-1983 till the date of his termination on 2-7-1984. In the cross examination of the workman it was suggested on behalf of the management that he was engaged temporarily for a specific period and that the workman was informed that there was no scope for extension of his service after completion of the purpose for which he was engaged. MW-1, an Assistant Engineer in the Computer Cell of the Calcutta Telephones stated in his evidence that the appointment of the concerned workman was purely a temporary arrangement. The reason of such appointment, however, was not stated by him. The allegations of the management that the concerned workman was engaged for any particular purpose or for any fixed time has not been proved by any evidence on record. Management in its written statement has furnished a list of dates showing the appointment of the workman as on 19-2-1983 and termination of his service on 11-6-1984. During this period he worked for 308 days on part-time basis and 41 days on full-time basis.

8. For application of section 25F of the Industrial Disputes Act, 1947 the workman has either to render service continuous uninterrupted service for one year or he has to render service for one year prior to the date of termination of his service. This is not a case where the workman has rendered continuous service for uninterrupted period of one year. The workman relies upon Section 25B(2) of the said Act which prescribes service for 240 days prior to termination of service. From the list submitted by the management in its written statement it will appear that as per their own record the service of the workman was terminated on 11-6-1984. On a backward calculation of one year from that date the date of reckoning will start from 10-6-1983. On that calculation the part-time work of the workman will be 216 days and his work on full-time basis during the same period will be 29 days.

9. I have already referred to the case of the workman that he had worked on part-time basis. I have also referred to the evidence of the workman where he stated that he worked on full-time basis, which cannot be true. From Ext. W-1, which is a certificate issued by the superior officer of the workman, it will appear that he worked as part-time labour from February 1983 to June 1984. I have also stated that there is no evidence that the workman was given to understand at the time of his appointment that his tenure of service will be for a particular period or that he will lose his job on the completion of the requirement for which he is engaged. I have also stated that the specific requirement of the management for engaging the workman has also not been proved.

10. From the discussion above, it is clear that the concerned workman rendered service for 245 days which includes 216 days on part-time basis and 29 days on full-time basis. Mr. Chowdhury, learned Advocate for the management tried to submit that in order to attract the provisions of Section 25F the workman has got to show that he has rendered full-time service for a period of 240 days in a year. Mr. Dutta, learned Advocate for the workman, however, submitted that there being nothing in the Industrial Disputes Act, 1947 to exclude any part-time work, any work rendered by a workman on any particular day for how so ever small a time that may be, shall count for calculation of number of days under Section 25B of the Industrial Disputes Act, 1947. As a matter of fact, the word "day" in Section 25B has not been defined anywhere in the Industrial Disputes Act, 1947. The Act nowhere states that the benefit of the section shall be available only to the full-time workers. If Mr. Chowdhury's contention is accepted that will amount to ignoring the work rendered by a workman working on part-time basis. It is not the fault of the workman that he had worked on part-time basis. The management having failed to provide him with any job on full-time basis on any particular day, the workman's right to count such day as working day remains unaffected. It is not a question whether the workman had worked on part-time or full-time basis. The question is whether he has worked on any working day. It is immaterial for what period of time he has rendered the work. Judged from this viewpoint no dif-

ference can be made in respect of counting of days under Section 25B for part-time and full-time workers. Mr. Dutta further submitted that there being no clear indication in the Industrial Disputes Act, 1947 itself about the mode of counting of the "day" under Section 25B, benefit of doubt, if any, for the purpose of such counting should go in favour of the workman. For this purpose, he referred to the case of K.C.P. Employees' Association v. Management of K.C.P. Ltd. & Ors., reported in 1978(1) L.J. 322. It is stated by the Hon'ble Supreme Court there that "In industrial Law, interpreted and applied in the perspective Part IV of the Constitution, the benefit of reasonable doubt of law and facts, if there be such doubt, must go to the weaker section, labour." Reference can also be made to the case of Jindal Ltd. v. Appellate Authority, reported in AIR 1994 SC 42 where it is held that "that in construing a social welfare legislation the court will adopt beneficial rule of construction, and when the section is capable of two constructions, that construction should be preferred to fulfil the policy of the Act and will be more beneficial to the person in whose interest the Act has been passed." Though, as stated above, it is clear that working for any part of the 'day' will constitute a 'day', still then, if there is any doubt in the matter, principle regarding interpretation in case of doubt have been clearly indicated in cases referred to above. The workman thus has proved that he has rendered service for more than 240 days in a year.

11. There is no dispute in this that the provisions of Section 25F of the Industrial Disputes Act, 1947 was not complied with by the management in terminating the service of the workman. Termination of service of the workman being a "retrenchment" under Section 2(oo) of the said Act, compliance of Section 25F was mandatory and it is now an established principle of law that non-compliance of such provisions of law will render the entire act of termination invalid, inoperative and void ab initio.

12. In the aforesaid circumstances, reinstatement of the concerned workman as casual labour accordingly must follow as a matter of course. There is some confusion about the date of termination of his service, which according to the workman is 2-7-1984 while according to the management it was 21-6-1984. If the workman's own document, that is the certificate of his superior Ext. W-1 is believed that he could not have worked after June, 1984, the workman's story that he had worked upto 2-7-1984 cannot be believed. In the said circumstances the termination of the workman must have taken place, as stated by the management, on 21-6-1984. Regarding back wages, it appears that though his service was terminated as far back as in 1984, he raised the dispute in 1992. No reason was given as to why he took 8 years time to raise the dispute. Further, there is no evidence in this case that the workman has tried for employment elsewhere after termination of his service. Along with this it must be remembered that he was working on part-time basis for most of the days during his service period. That being so, no back wages shall be available to the concerned workman.

13. So, upon careful consideration of the facts, circumstances, evidence on record and the position of law in the matter, I am to hold that the management was not justified in terminating the service of the concerned workman with effect from 21-6-1984. I accordingly direct the management to reinstate the concerned workman in service with effect from 21-6-1984 without back wages. The continuity of service of the workman, shall, however, not be affected in any way.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

the 7th June, 1999.

नई दिल्ली 23 जून, 1999

का. आ. 2028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. वासुदेव रंछोडदास एण्ड कं., के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-6-99 को प्राप्त हुआ था।

[सं. एल-31011/11/98-आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd June, 1999

S.O. 2028.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Vasudev Ranchoddas & Co. and their workman, which was received by the Central Government on 23-6-99.

[No. L-31011/11/98-IR(Misc.)]

B.M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

Present

Shri S.B. Panse, Presiding Officer

Reference No. CGIT-2/72 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF THE PARTNER, M/S. VASUDEV RANCHODDAS & CO.,

AND

Their Workmen

Appearances :

For the employer : Mr. Sharad Narvekar
Representative.

For the workmen : Mr. S.R. Kulkarni
Representative.

Mumbai, dated 7th June, 1999

AWARD

The Government of India, Ministry of Labour by its order No. L-31011/11/98/IR(M), dtd. 22-3-99 had referred to the following Industrial Dispute for adjudication:

"Whether the action of the management of M/s. Vasudev Ranchoddas & Co. Ltd. Mumbai in terminating the services and also non-payment of wages to S/Shri Onkar Gunaji Parkhex, Amar Gangadhar Kothekar, Chandrakant B. Shinde, Namdeo Jayram Patil, Dipak Dattaram Padte, and Ankuksh Gunaji Parke as per the wage settlement signed on 4-7-1994 between Bombay Clearing & Handling Agents Association and Transport & Dock Workers Union, Mumbai is justified? If not to what relief the above mentioned workmen are entitled to?"

2. The Secretary of the Tribunal issued notices to the concerned parties. After receipt of the notice the President of the Transport and Dock workers union filed a purshis (Exhibit-5) contending that the union does not want to proceed further in the reference and withdraws the same. The management had no objection to do so. Hence I pass the following order :

ORDER

The reference is disposed of as withdrawn.

S.B. PANSE, Presiding Officer

नई दिल्ली, 23 जून, 1999

का. आ. 2029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. हिलसन एण्ड दिनशॉ लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-6-99 को प्राप्त हुआ था।

[सं. एल-31012/17/97-आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 23rd June, 1999

S.O. 2029.—In pursuance of Section 17 of the Industrial Disputes Act, (14 of 1947), the Central Government hereby publishes the award of the Central Government

Industrial Tribunal No.-2, Mumbai as shown in the Annexure in the Industrial dispute between the employers in relation to the management of M/s. Hillsons & Dinshaw Ltd., and their workmen, which was received by the Central Government on 23-6-99.

[No. L-31012/17/97-IR(Misc)]

B.M. DAVID, Desk Officer

ANNEXURE

**Before the Central Government Industrial Tribunal
No. II, Mumbai**

Present

Shri S.B. Panse

PRESIDING OFFICER

Reference No. CGIT-2/78 of 1997

Employers in Relation to the Management of
M/s. Hillsons & Dinshaw Ltd. Mumbai

AND

Their Workmen

Appearances :

For the Management No. 1 : Mr. Aditya Chitale
Advocate

For the Management No. 2 : Mr. M.B. Anchan
Advocate

For the Management No. 3 : Mr. S.R. Wagh
Advocate

For the Workmen : Mr. Shobha Gopal
Advocate

Mr. P.K. Sharma, Rep.

Mumbai, dated the 19th May, 1999.

AWARD

The Government of India, Ministry of Labour by its order No. L-31012/17/97/IR(Misc.), dtd 21/10/97 had referred to the following Industrial Dispute for adjudication:

"Whether the action of the management of M/s. Hillson & Dinshaw Ltd., Mumbai in not reinstating Shri P.G. Pednekar who is senior among the re-trenched employees in the same category is just, proper and legal? If not, to what relief the workman is entitled to?"

2. Pednekar, the workman filed a statement of claim at Exhibit-7. He pleaded that he joined the services of M/s.

Hillsons & Dinshaw Ltd., Mumbai (hereinafter called as a company), as a monthly dock clerk. He was confirmed in July 1979.

3. The workman averred that the Dock Workers (Regulation of Employment) Act was enacted in the year 1948, to regulate employment of dock workers. Under the said Act Bombay Dock Workers (Regulation of Employment) Scheme 1956 was framed. In the year 1981 category of dock clerk was included in the aforesaid scheme. Section 18 of the scheme provides for registration of existing and new workers in the category brought within the purview of the scheme subsequently in the monthly worker who is already employed by registered employer shall be deemed to have been registered as a worker.

4. The workman averred that thus since the year 1981 the workman deemed to be registered employee. It is the duty of the employer to get the new categories registered with the Bombay Dock Labour Board (BDLB). The workman filed an application which was supplied by BDLB through the company. Thereafter his P.F., Gratuity and other dues got transferred from the company to BDLB. Pursuant to this scheme the workman was offered all the privileges and benefits that accrued to other registered workman of BDLB.

5. The workman averred that to his utter surprise the company by a notice dtd 17th April 1995 retrenched him. The reason given was inadequate work which is incorrect. Thereafter the workman approached the Transport and Dock workers union of which he happened to be a member but it did not take any steps.

6. The workman affirmed that he thereafter wrote a letter to Assistant Labour Commissioner on 27th December 1996 for illegal retrenchment. In response to ALC's letter the company wrote to A.L.C. on 14-1-97 and informed that the company had paid proper retrenchment compensation to the workmen and the dispute is settled with the union. Thereafter the workman by his letter dtd 30-1-97 informed to the company that he is not party to the settlement nor he consented for the said settlement. The company reiterated his contention by its letter dtd. 20-2-97. On 25-3-97 the workman wrote to the company and informed that he was not offered reemployment as per section 25H of the Act and the juniors to him were employed.

7. The workman pleaded that the company had no right to retrench him. The company should have reiterated the workman to the BDLB if they had not adequate work. It is therefore the action of the company is illegal. It is averred that the settlement which is entered into by the union with the company is not binding force on him as he was not party to it. It is pleaded that he was not offered employment as per section 25H of Act and his juniors were given employment. It is submitted that he was not paid retrenchment compensation. For all these reasons it is prayed that he may be reinstated in service with full back wages, continuity in service

and consequential benefits with effect from 27th April 1995, alongwith other reliefs.

8. The company resisted the claim by the written statement (Exhibit-15). It is averred that in the year 1995 it was facing financial problems and was required to reduce the staff. It published a seniority list of the employees on the notice board and retrenched five workmen on 27-4-95. One was Assistant Launch Supervisor, two were dock clerks which includes the workman Pednekar and two were office clerks. It is averred that no objections were raised in respect of the list which was published showing category and date of entry into the category, by any of the employees. It is averred that alongwith the notice dtd. 27-4-96 proper retrenchment compensation was paid to the workman which he received. He encashed the cheque of Rs. 1,14,115.

9. The company pleaded that after lapse of time the union send a letter and raised a demand for reemployment of retrenched employees. The settlement took place which the union. It was informed that only Fernandes is interested in the employment and three employees are no more interested in the employment and one expired. Fernandes was accordingly given the fresh appointment.

10. The company averred that the interpretation of the workman in respect of the scheme is not correct. It denied that the company was duty bound to take steps to register all unregistered workmen in the category included under the scheme. It is the workmen themselves have to take steps to get themselves registered with the BDLB. It is submitted that the company had sent the P. F's of the registered employees to BDLB. But the Provident Fund Contributions of all unregistered workmen including the second party workmen and the employers contribution was not accepted by the BDLB and has returned the same to the company. Thereafter these contributions were remitted to the Regional Provident Fund Commissioner, Bandra. The slips were issued by the Regional Provident Fund were given to by the workmen. Under such circumstances the workman cannot blame for non registration. The company's act is bonafided. It is denied that they have to repatriate the workman to the Dock Labour Board but infact previously when such action was taken against Registered employee. BDLB informed that such action can be taken by the company itself. It is submitted that the workman is not entitled to any reliefs.

11. Transport and Dock Workers union was made party to this reference on the request of the workman. It filed its written statement at Exhibit-17. It is averred that the workman being member of the union approached the union together with other retrenched workmen for help. The union immediately approached the Regional Labour Commissioner by a complaint dtd. 9-5-95. The usual procedure was followed by the office of the Regional Commissioner, Mumbai. That in the mean time the union on behalf of the workman and the company arrived at settlement under section 2(P) read with section 18(1) of the Industrial Disputes Act of 1947. It is

denied that the union had not done anything in the matter. It is averred that the Industrial Dispute raised by the union on behalf of the retrenched workmen of the company on the request was resolved as per Exhibit. 2 on 28-12-95. Thereafter the workman never approached the union contending that he disagreed with settlement. It is averred that the allegations made against the union are not correct.

12. The MBPT filed a written statement at Ex-18. It is averred that the workman was appointed by the company. Since his appointment till his retrenchment he was in the employment of the company and BDLB/MBPT is not at all the necessary party for arriving at a decision of the subject in reference. It is submitted that the claim of the workman that being an employee of the company he automatically deemed to be registered under the BDLB is incorrect. There is no provision of automatically registered under the scheme. These categories become eligible for registration but continue to be in the monthly employment of the respective stevedores and the board was only custodian of the P.F. and gratuity and was not the employer. It is averred that the claim of the workman for registration is time barred and suffers from laches. It is averred that by notification dtd. 25-2-94 the scheme is abolished. It is therefore there is no question of registration of the workman under the said scheme. Therefore the necessity to implede the BDLB/MBPT does not arise. It is submitted that the workman was aware of the fact that he was not registered with the BDLB eventhough the other employees of the company were registered he did not raise any voice in respect of his non registration till his retrenchment. It is thus the action of the workman is after thought. Under such circumstances the reference is not maintainable against the BDLB.

13. The workman filed rejoinder at Exhibit-19 & 20, in respect of the written statements filed by the company and BDLB. It is averred that under the scheme he was entitled to registration and it was duty of the employer to get him registered. It is submitted that there is no period of limitation prescribed under the Act for raising an industrial dispute. It is averred that the settlement entered into under section 2(P). 18(1) of the Act binds only the signatories to the same and not all the workmen. Hence the settlement is not binding to the workman. The workman reiterated the contentions taken by him in the statement of claim.

14. The issues are framed at Exhibit-23. The issues and my findings thereon are as follows :—

Issues	Findings
1. Whether it is proved that the workman is governed under the provisions of the Dock Workers (Regulation of Employment) Act of 1948 and the Bombay Dock Workers (Regulation of Employment) Scheme, 1956?	Does not arise. If arises, No.
2. Whether the settlement entered in to between the Employer and the	Yes.

Transport and Dock Workers Union Ltd. 26-12-95 is binding on the workman ?

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 3.. | Whether it is proved that the employer complied with all the provisions of the retrenchment in respect to the concerned workmen ? | Yes. |
| 4. | Whether the employer followed provisions of section 25 H of the Industrial Disputes Act of 1947 at the time of reemployment of retrenched employee, including the workman ? | Yes. |
| 5. | Whether the workman is entitled to reinstatement in service in continuity alongwith full back wages and consequential benefits? | No. |

REASONS

15. The Learned Advocate for the company argued that looking to the terms of reference the issues framed is out side the scope of reference. The reference refers to the illegality of the action of the company is not reinstating Pednekar who was retrenched. He tried to submit that applicability of the scheme had nothing to do with the terms of the reference. He further tried to submit that by making statements in respect of the said scheme and its applicability to the workman in the statement of claim will not give jurisdiction to this Tribunal to adjudicate on these issues. I find substance in it. It is because by ascertaining these facts in the statement of claim what the workman wants to do is to get the adjudication to the effect that "Whether the scheme is applicable to him or not and if yes he is entitled for the benefits under the scheme?" By the reference is quite in different form. It is well settled position that the Tribunal cannot go out side the scope of reference. The issues raised cannot be said to be an issue incidental to the term of reference. I therefore find that this issue does not arise.

16. For the sake of argument if it is said that my above said finding is incorrect I incline to answer the issue. It is not in dispute that by the amendment in the year 1981 the category of dock clerk was included in the scheme. It is therefore necessary that such a category was required to be registered under section 18 of the Act by which they will be entitled to the benefits under the scheme.

17. Pednekar (Ex-24) deposed that on 1-7-79 he was confirmed as dock clerk with the company who deals in stevedoring. He applied for registration to BDLB in 1982. He admits that his application for registration was rejected. He had not written to the company. He admits that leaving some persons remaining persons of the company were registered by BDLB. He wrote to the company only after his removal on 27-4-95. In other words he came to know regarding his non registration with the BDLB somewhere in 1983. Since then he kept mum.

18. Vishnu Shanker Wadekar (Ex-34) and Duryodhan Deokar (Exhibit-36) both the employees of the company

corroborates each other. They state that in the year 1981 their names were written on the notice board. They were asked to go to the BDLB's office for registration. There, five clerks were sitting. They asked them to sign the applications which they did and they got the registration. There was no interview, there was no medical examination and there was no committee for putting any questions. In other words from the testimony of these two witnesses it is tried to bring on the record that registration was only a formality which they did, also Pednekar the workman.

19. Shivram Ghadawa (Ex-33) affirmed that he is Assistant Manager of Docks department of Mumbai Port Trust. He affirmed that the applications for registration were called from Stevedores. The workmen who were to be registered had given the forms. They filed it. He does not know whether there was any condition for registration. After receiving the applications these were scrutinised by the officers. The applicants were sent for medical examination but he does not possess any medical record. The registration number is given to every registered employee. When such number is given it is never cancelled. The office possess the record in respect of each workmen which is registered. He accepts that Exhibit-21/1 & 2 are the Provident Fund receipts which are given by the office. It stands in the name of Pednekar. He affirms that thereafter the Provident Fund was returned to the company but, he states that he has not record to show that for which reasons the Provident Fund was returned back. They never allotted extra staff as the strength is fixed. In the cross-examination he categorically states that he is not aware if the application of Pednekar was received for registration. He categorically states that the workman was not registered with them and as such they cannot take any action against him.

20. From the perusal of the Provident Fund receipts (Exhibit-21/1 & 2) it can be seen that they are of the year 1983 and 1984. There is no registration number given to Pednekar. On one receipt there is one number 207.8 which is scored. It is not the case of the workman that he was given a registration number. Admittedly he was not registered. After 1984 the Provident Fund was sent to the Provident Fund office by the company and obviously the workman must be getting its receipts. He did not raise any complain of not receiving such receipts. The factual position remains that the workman was aware of the position that he is not registered under the scheme in 1983-84.

21. The Learned Advocate for the workman argued that in view of section 18 of the scheme the workman is deemed to have been registered under the scheme. From the wording of the section it is very clear that after the requisite formalities the categories of the workman who are classified for registration are deemed to be registered. From the testimony of Wadekar and that Deokar it reveals that they went to the office, filled the form and then their names were registered. According to him the workmen also filed a form, but, it was not registered. It appears to me that he must not have gone

there and filled the form. Therefore, he is not registered. For the sake of argument if it is said that he went there, gave an application which was rejected. Then in that case he should have approached the union or the company for not getting himself registered. But, he had not done so. It is therefore the conclusion has to be drawn that he had not applied for registration.

22. The Learned Advocate for the workman argued that in view of the decision given in *Ramraj Singh Vs. Bombay Dock Labour Board* in Writ petition No. 1034 of 1988 the workman is entitled to registration under the scheme and the benefits there under. The facts of that case are quite different than the facts before me. In that case the Stevedores Association asked to all Stevedores to furnish the list of casual workers of a general purpose mazdoors as per the proforma issued. The individual form had to be filled in by the concerned casual workers and the same was to be furnished alongwith the list of casual workers with their serial numbers, the date of appointment etc. On the basis of the information received the association submitted the list consisting of 94 employees to the BDLB. But in that list the name of Ramraj Singh was not included even though he was given the identity card. His name was appearing in the card list. On the basis of that list only, he was issued with casual workers photo identity card. As the association did not mention his name, his name could not be registered. He gave explanation that in view of his fathers demise he proceeded on leave for two months and could not remain physically present with the said list was submitted by the Association to BDLB. It is therefore their Lordships observed that he is entitled for registration and accordingly granted the reliefs.

23. So far as this case concerned, here no such steps appear to be taken by the company nor the workman had taken steps knowing fully well that he is not registered with BDLB. It can be further seen that now the scheme is revoked in view of the notification dtd. 25th February '94 (Ex-16/1). Naturally there is no scope of registration of the workman. It can be further seen that his sitting idle for about 15 years and not taking any steps for getting his name registered shows that the dispute not which is wants to raise suffers from laches. For all these reasons I find that the workman is not governed under the said scheme.

24. Deepak Lohana (Ex-40) affirms that in the year 1994-95 there was a sharp decline in the stevedoring work, load with the company. It is therefore they decided to retrench some of these employees. They prepared the seniority list of its employees category wise as required under the Act. It was displayed on the notice board for information of the workman. He affirmed that none of the workmen of the company came forward with any comments of any nature, whatsoever on the said seniority list.

25. Lohana (Exhibit-40) affirms that they retrenched five workmen without notice dtd. 27-4-95 (Exhibit-40/B). By the said notice the workman was retrenched and he was given a compensation of Rs. 1,14,150 by a cheque (Exhibit-40/D).

The workman received it. Pednekar accepts that he encashed the cheque. But, he submits that he accepts the notice under protest. The fact remains that he received the retrenchment compensation on the date of retrenchment which appears to be correctly calculated.

26. It appears that after the said retrenchment the worker approached the Transport and Dock Workers Union and served a notice dtd. 9-5-95. The union also wrote to Assistant Labour Commissioner. He affirmed that a settlement took place between the union and the company on 28-12-95 (Exhibit-E). The union informed that out of the five retrenched employees one is expired. Fernandes wants the job and three employees including Pednekar are gainfully employed and no more interested in the employment. Therefore they gave fresh appointment to Fernandes and signed the settlement.

27. Pednekar accepts that when the said settlement was signed he was member of that union. But he submits that he never consented for the said settlement, nor he was gainfully employed. In the cross examination he accepts that he approached the union immediately after his retrenchment and the union had written to Assistant Labour Commissioner and he was attending the Conciliation proceeding alongwith the unions representative. He denies that he was aware of the settlement. But the fact still remains that the settlement was signed by the recognised union of which Pednekar was a member. The said settlement is under section 2(P) read with section 18(1) of the Industrial Disputes Act of 1947 and the rules framed there under. Its copies were sent to the Commissioner of Labour, Conciliation officer and Secretary of Industries, Energy and Labour department Central Government Delhi. This settlement binds the worker there is no substance that as it is not signed by him it is not binding upon him.

28. The Learned Advocate for the workman placed reliance on *M/s. Tata Chemical Ltd. Vs. The workmen 78 LIC 637*. After perusal of the said authority also it cannot be said that the present settlement is not applicable to the workmen. The word parties to the agreement mentioned there in clearly brings the workman into a settlement because he was a member of the union which signed the settlement.

29. After perusal of the settlement it can be seen that the company was agreeable to give employment to the retrenched employees. Not only that, Lohana affirms that they were ready to employ all the five retrenched employees in view of the fact that the condition of the company was improved. But the union informed that three employees are gainfully employed and no more interested in the employment. It can be further seen that out of the three employees excluding Pednekar the two others have not approached the Assistant Labour Commissioner. Therefore the argument made on behalf of the company that the settlement was arrived at on due information and with full knowledge of all these workmen appears to be correct. The stand which is taken now appears to be after thought or due to some changes in the circumstances. It is therefore the workman is not entitled to any reliefs I record

my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of M/s. Hillson & Dinshaw Ltd., Mumbai in not reinstating Shri. P.G. Pednekar who is senior among the retrenched employees in the same category is must, legal and proper.

S.B. PANSE, Presiding Officer

नई दिल्ली, 24 जून, 1999

का. आ. 2030.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 को प्राप्त हुआ था।

[सं. एल.-40012/162/96-आई आर (डी यू)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 24th June, 1999

S.O. 2030.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on the 24-6-99.

[No. L-40012/162/96-IR (DU)]

B.M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II

MUMBAI

PRESENT

SHRI S.B. PANSE

PRESIDING OFFICER

REFERENCE NO. CGIT-2/77 OF 1998

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

TELECOM

AND

THEIR WORKMAN

APPEARANCES :

FOR THE EMPLOYER : Mr. Vinay S. Masurkar
Advocate.

FOR THE WORKMAN : Mr. M.B. Anchan
Advocate.

Mumbai, dated the 20th May, 1999.

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/162/96-IR(DU) dated 19-6-98, had referred to the following Industrial Dispute for adjudication.

"Whether the action of the management of Mahanagar Telephone Nigam Ltd., Mumbai in termination the services of Shri Prakash Doora Sonawane, workman w.e.f. 17-11-92 is justified? If not, what relief is the workman entitled to?"

2. Prakash Doora Sonawane by his Statement of Claim (Exhibit-7) contended that he joined as a temporary Mazdoor having staff No. 91227 on 1-4-84. He worked with ACCE. II. MTNL, Bharat Chambers, Baroda Street, Mumbai. He was issued pay slips. He was in continuous service till 16-11-92.

3. The workman pleaded that he was suffering from chronic arthritis, sciatic peripheral neuritis. He applied for leave and on the advise of the doctor for a change of climate he went to native place. He and his mother also informed the management regarding his sickness and inability to attend the duties. After recovery from his sickness he went to the office on 9-3-94 alongwith the fitness medical certificate. His medical certificate was rejected and he was not allowed to join the duties. His services were terminated w.e.f. 16-11-92 by letter dt. 17-11-94 by the management.

4. The workman pleaded that before terminating his services he was not issued with any show cause notice nor chargesheet. No inquiry was held against the misconduct. It is therefore the termination is illegal. It is pleaded that he put more than 240 days in a year preceding his termination. It is averred that his retrenchment is without any notice or payment of retrenchment compensation. It is pleaded that under such circumstances he may be reinstated in service with full back wages and continuity.

5. The management resisted the claim by the Written Statement (Exhibit-8). It is averred that the reference suffers from laches. It is pleaded that the workmen never served for more than 240 days in a year. It is contended that the workmen remained absent from duty from 16-11-92 without giving any intimation to the office. It is averred that the department sent two letters to him and advised him to join the duties immediately failing which his name will be removed from the list of temporary mazdoor. The workman did not report to the duties.

6. The management averred that on 9th March '94 the workman submitted his application for taking dues alongwith the medical certificate. The workman was not a regular employee nor has any legal right to tender himself for joining

his duties as per his own will and wishes. According to the Government policy, the temporary mazdoor is absent without reasons for more than one year should not be allowed to join the duties. On its basis the workman was not allowed to join the duties and he was informed that he may prefer an appeal to higher authorities. It is submitted that under such circumstances the workman is not entitled to any relief as claimed.

7. The issue that fall for my consideration and my findings thereon are as follows:—

Issues

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 1. Whether the reference suffers from laches? | No |
| 2. Whether it is proved that the workman had completed more than 240 days in a year as contemplated under section 25B of the Industrial Disputes Act of 1947? | Yes |
| 3. Whether the workman is not entitled to join the duties in view of the long unauthorised absence as per the circulars of the Telecom? | No |
| 4. Whether the action of the management of M.T.N.L. in terminating the services of Prakash Doora Sonawane w.e.f. 17-11-92 is justified? | Terminated w.e.f.21-11-94 and not justified |
| 5. If not, what relief the workman is entitled to? | As per order. |

REASONS

8. Prakash Sonawane (Ex-12) and G.G. Sarin (Ex-14) corroborates each other on the point that he worked as a temporary mazdoor having No. 91227. He worked between the period on 1-4-84 to 16-11-92. Thereafter he did not attend the duties. He attended the duties on 8-3-94 alongwith the medical certificate. But he was not allowed to join the duties. It is tried to argue on behalf of the management that the reference suffers from laches. It can be seen that the workman was not allowed to join the duties on 9-3-94. Thereafter he approached the Regional Labour Commissioner by a letter dtd. 14th November' 95 (Exhibit-9/4). It took its usual time and the reference is send to this Tribunal for adjudication. The action which is taken by the workman is to be said to be a prompt action. It cannot be said to be a delayed one. It is therefore the contention of the management that the reference suffers from laches is without any merit.

9. Alongwith the written statement the management had produced Exhibit-A as the working days of the workman from 1-4-84 to 31-3-94. Sarin affirmed on the basis of this

statement that the workman never worked for 240 days in a year as claimed by him. Sonawane affirms contrary to it. His last working day was 16-11-92. If 12 months prior to this date is taken, it comes to 15-12-91. It can be seen that in the month of December'92 he worked for 31 days, means 15 days of that month is to be taken into consideration. Then in January'92 he worked for 31 days. In February'92 he worked for 29 days, March'92 he worked for 31 days. April, May, June and July he worked for 30, 31, 29 & 30 days. Thereafter also he had worked for some days. But these days clearly go to show that he worked for more than 240 days in a year preceding the date with reference to which calculation is to be made.

10. Sonawane affirmed that he fell sick on 16-11-92 and on the advise of the doctor he went to the native place for change of climate and treatment. He affirmed that his mother informed Wadekar about his sickness and circumstances made him to go to his native place. Then he reported back to the duty on 9-3-94 alongwith medical certificate. Sarin admits this position. But he was not allowed to join the duties.

11. Sarin affirms that as the workman was not attending the duties he was served with notice dtd. 8-10-93 and 16-12-93 (Exhibit-B & C) of Exhibit-8. These notices clearly speaks that the workman was informed that if he does not join the duties immediately his name will be recommended for removal from service. Sarin affirms that on 10-3-94 he was given letter (Exhibit-D) at Exhibit-8 Informing that his letter alongwith medical certificate is not recommended and is rejected and he was asked to prefer an appeal to higher authorities for taking the job. Alongwith the written argument the Learned Advocate for the workman has produced a letter dtd. 17-11-94 issued by ACCE to the workman informing him that your application for reappointment of service of mazdoor has been rejected by higher authorities. As per the administrative circular no condonation beyond one year is to be considered. The said circular is not produced on the record. Furthermore it can be seen that this letter amounts to termination. There is no mention why the medical certificate which was given by him was not considered by the higher authorities. No doubt he was absent for more than a year, but, he had tried to explain his absentism. There is nothing to show that the higher authorities had considered his medical certificate and came to the conclusion that there is no genuineness in it and it deserves to be rejected. The management in their written argument (Exhibit-20) had referred to this letter and tried to submit that it does not amount to termination or that his services are terminated with retrospective effect. The explanation cannot be accepted for the simple reason that not allowing him to join the duties amounts to termination eventhough there are no specific words to that effect.

12. The workman was not given any compensation while issuing the notice dtd 17-11-94 signed on 21-11-94. This termination is a retrenchment which is void. It is therefore he is entitled to reinstatement in service in continuity and

back wages from 21/11/94. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of M.T.N.L. in terminating the services of Prakash Sonawane is not justified. The management is directed to reinstate him in service and treat him in continuous service.

The management is directed to pay him back wages 21/11/94.

S.B. PANSE, Presiding Officer

नई दिल्ली, 25 जून, 1999

का. आ. 2031.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. सी. एल. के प्रयन्तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-24012/(232)/86-डी IV बी]

श्याम सुंदर गुप्ता, डैस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2031.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s C.C. Ltd. and their workmen, which was received by the Central Government on 22-6-99.

[No. L-24012/(232)/86-D.IV B]

S.S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. B. Chatterjee,

Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 266 OF 1987

PARTIES : Employers in relation to the management of Karketta Colliery of Central Coalfield Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen : None

On behalf of the employers : None

State : Bihar

Industry : Coal

Dated, Dhanbad, the 16th June, 1999.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(232)/86-D.IV B dated, the 8th July, 1987.

SCHEDULE

“Whether the action of the management of Karketta Colliery of N.K. Area of Central Coalfields Ltd. in not regularising with protecting their wages to S/Sri Nankeshwar Bhuian and 134 others as per annexure-A is justified? If not, to what relief the workman concerned are entitled?”

2. In this reference both the parties appeared and filed their respective W.S. etc. Subsequently both the parties abstained from appearing before this Tribunal and taking any step leading to an inference of non-existence of any industrial dispute between the parties in spite of the issuance of notices to them again and again. The reference is pending since 1987 and it is of no use to drag the same year after year. Under such circumstances, a ‘No dispute’ Award is being rendered and the reference is disposed of on ‘No dispute’ Award basis on the presumption of the non-existence of any industrial dispute between the parties presently.

B.B. CHATTERJEE, Presiding Officer

LIST OF WORKERS INVOLVED IN DISPUTE NO. 1(100)/86-ALC(R) BETWEEN THE WORKERS AND MANAGEMENT OF KARKETTA COLLIERY OF CENTRAL COALFIELD LTD. N.K. AREA RAISED BY THE PRESIDENT, HIND MAZDOOR KISAN PANCHAYAT.

Sl.No.	Name of the Workers
1	2
1.	Sri Nankeshwar Bhuian.
2.	Sri Basudeo Mallah.
3.	Sri Awatar Bhuian.
4.	Sri Sarjug Mallah.
5.	Sri Meghu Manhto.
6.	Sri Brijlal Mahto.
7.	Sri Dhaneshwar Sahu.
8.	Sri Mithu Munda.
9.	Sri Bhola Munda.

1	2	1	2
10.	Sri Mitka Munda.	52.	Sri Lalku Ganjhu.
11.	Sri Sukan Sao.	53.	Sri Dukhan Nonia.
12.	Sri Mathura Mahto.	54.	Sri Raghna Munda.
13.	Sri Laldeo Oraon.	55.	Sri Mahato Oraon.
14.	Sri Rama Lohar.	56.	Sri Khusia Oraon.
15.	Sri Jagdeo Oraon.	57.	Sri Etwa Oraon.
16.	Sri Chene Oraon.	58.	Sri Bahadur Munda.
17.	Sri Mukund Lohar.	59.	Sri Sukar Oraon.
18.	Sri Prabhu Munda.	60.	Sri Charku Oraon.
19.	Sri Mahte Oraon.	61.	Sri Arjun Naik.
20.	Sri Etwa Oraon.	62.	Sri Rasheel Ali.
21.	Sri Bahadur Munda.	63.	Sri Jainandan Rabidas.
22.	Sri Kulu Rai.	64.	Sri Munesh Mallan.
23.	Sri Sudeshwar Nonia.	65.	Sri Shankar Bhagat.
24.	Sri Kuldip Singh.	66.	Sri Kayaas Singh.
25.	Sri Dwarika Chaudhury.	67.	Sri Barhan Mian.
26.	Sri Manohar Prasad.	68.	Sri Karim Ali.
27.	Sri Chandradeo Nonai.	69.	Sri Salim Mian.
28.	Sri Betullah Ansari.	70.	Sri Mania Oraon.
29.	Sri Rameshwar Tanti.	71.	Sri Minuwa Oraon.
30.	Sri Arjun Ganjhu.	72.	Sri Puran Oraon.
31.	Sri Pyari Mallah.	73.	Sri Chandrika Mallah.
32.	Sri Prayag Pandey.	74.	Sri Meghu Mallah-I.
33.	Sri Jai Chand Pandey.	75.	Sri Meghu Mallah-II.
34.	Sri Jagmohan Lal.	76.	Sri Ramkishun Munda.
35.	Sri Ajay Singh.	77.	Sri Md. Rajak Ali.
36.	Sri Tilak Sao.	78.	Sri Nayak Bhuian.
37.	Sri Krishna Prasad.	79.	Sri Aghnu Digar.
38.	Sri Sona Oraon.	80.	Sri Prayag Munda.
39.	Sri Dhaneshwar Mahato.	81.	Sri Jatru Oraon.
40.	Sri Rameshwar Turi.	82.	Sri Jagarnath Munda.
41.	Sri Ashraf Sao.	83.	Sri Naina Munda.
42.	Sri Mohan Oraon.	84.	Sri Jairam Oraon.
43.	Sri Chandrabali Mallah.	85.	Sri Dukhan Munda-II.
44.	Sri Heman Ganjhu.	86.	Sri Lakhan Karmall.
45.	Sri Lalman Ganjhu.	87.	Sri Chilwan Oraon.
46.	Sri Faguna Munda.	88.	Sri Laldeo Oraon-II.
47.	Sri Sukan Munda.	89.	Sri Jagdeo Oraon.
48.	Sri Raghna Oraon.	90.	Sri Prabhu Ganjhu.
49.	Sri Jaheer Ali.	91.	Sri Kishun Mahato.
50.	Sri Basudeo Nonia II.	92.	Sri Tulsi Munda.
51.	Sri Basudeo Munda.	93.	Sri Kuhuwa Mahto.

1	2
94.	Sri Somra Munda.
95.	Sri Sukra Munda.
96.	Sri Rupan Munda.
97.	Sri Somra Ganjhu.
98.	Shri Hari Oraon.
99.	Shri Mahipat Oraon.
100.	Shri Chhannu Ghatwar.
101.	Shri Seonath Bhuian.
102.	Shri Bandhan Munda.
103.	Shri Kewal Mahli.
104.	Shri Jitan Mistri.
105.	Shri Basudeo Munda-II.
106.	Shri Sudam Mistri.
107.	Shri Puran Mahto.
108.	Shri Jabra Oraon.
109.	Shri Somra Oraon (K.D.)
110.	Shri Narain Mahato.
111.	Shri Shankar Oraon.
112.	Shri Kartik Mahato.
113.	Shri Mathia Oraon.
114.	Shri Chandra Bhuian.
115.	Shri Gohawar Oraon.
116.	Shri Bande Oraon.
117.	Shri Rajeshwar Chaudhury.
118.	Shri Sukan Nonia.
119.	Shri Jhirnga Oraon.
120.	Shri Birsa Oraon.
121.	Shri Kuleshwar Mallah.
122.	Shri Bhagat Mahato.
123.	Shri Jamuna Bhuian.
124.	Shri Muneshwar Dusadh.
125.	Shri Mahabir Munda.
126.	Shri Puran Oraon.
127.	Sri Krishna Mistri.
128.	Sri Mahadeo Mallah.
129.	Sri Ramdeo Oraon.
130.	Sri Mohan Oraon.
131.	Sri Ramayan Ram.
132.	Sri Sudama Pandey.
133.	Sri Paddum Naua.
134.	Sri Mahadeo Sah.
135.	Sri Tejuwa Ganjhu.

नई दिल्ली, 25 जून, 1999

का. आ. 2032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्कायलाईन एन. ई.पी.सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-11012/41/97-आई.आर. (सी-1)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2032.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure in the Industrial dispute between the employers in relation to the management of SKYLINE NEPC and their workman, which was received by the Central Government on the 22-6-99.

[No. L-11012/41/97-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II

MUMBAI

PRESENT

SHRI S.B. PANSE

Presiding Officer

Reference No. CGIT-2/57 of 1999.

Employers in relation to the Management of

SKYLINE NEPC

AND

Their Workmen

APPEARANCES :

For the Employer : Mr. M. B. Anchan
Advocate

For the Workmen : No Appearance

Mumbai, 10th June, 1999

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/41/97-IR (C-I) dated 9-11-98, had referred to the following Industrial Dispute for adjudication.

“क्या स्काई लाईन, एन.ई.पी.सी. के प्रबंध तंत्र द्वारा दिनांक 7-8-93 से श्री इग्नोशियस ई. सैक्यूरा को सेवाओं से निकालना न्यायोचित है ? यदि नहीं तो कर्मकार किस राहत के पात्र हैं ?”

2. The Desk Officer forwarded the order of reference to the concerned authorities alongwith this Tribunal. After receipt of the reference order the Secretary of the Tribunal had addressed notices to the concerned parties. Mr. Anchan, the Learned Advocate appeared for the management. On the other hand the envelope containing the notice which was send to the workman came back with an endorsement not claimed. After perusal of the envelope it can be seen that the address mentioned on the envelope is as per the information received from the Ministry. It appears that the concerned post man had kept proper intimation to the addressee that is the workman in respect of the said registered envelope But, he did not collect the same. It is therefore it is to be presumed that he is properly served. But he is no more interested in prosecuting the matter. In the result I pass the following order :—

ORDER

The reference is disposed off for want of prosecution.

S. B. PANSE, Presiding Officer

नई दिल्ली, 25 जून, 1999

का. आ. 2033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टिस्को के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-6-99 को प्राप्त हुआ था।

[सं. एल.-20012/36/95-आई.आर. (सी-1)]

श्याम सुंदर गुप्ता, डैस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2033.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of M/s. TISCO and their workman, which was received by the Central Government on 21-6-99.

[No. L-20012/36/95-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference under section 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 11 of 1996

Employers in relation to the management of M/s. Tata Iron & Steel Co. Ltd., Digwadih Colliery

AND

Their Workmen

Present : Shri S. Prasad,
Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union.

State : Bihar.

Industry : Coal.

Dated, the 14th June, 1999

AWARD

By Order No. L-20012/36/95-I.R. (Coal-I) dated 29-1-96 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Digwadih Colliery of M/s. TISCO in dismissing the services of the workman Shri Sibhu Modi w.e.f. 24-5-93 is justified ? If not, to what relief the concerned workman is entitled ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in this Tribunal. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be passed on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and pass an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S. PRASAD, Presiding Officer

FORM-H

[Rules 58 of Industrial Disputes (Central) Rules, 1957]

MEMORANDUM OF SETTLEMENT

For the Employers:

For the Workmen :

1. Sri A. K. Singh,
Asst. General Manager
(HR),
M/s. Tata Iron & Steel Co.
Ltd. Jamadoba.

1. Sri S. S. Zama,
Secretary,
R.C.M.S.
Digwadih Br.

- | | |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 2. Sri Anwar Hashmi,
Asstt. Divisional Manager (P)
M/s. Tata Iron & Steel Co. Ltd.
Jamadoba. | 2. Sri Sibui Mudi,
Ex. U.G.T.M.
Ex. P.No. 217058
Digwadih Colly,
(Concerned Work-
man) |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

SHORT RECITAL OF THE CASE

During the pendency of reference case No. 11/96, before the Central Govt. Industrial Tribunal No. 1 Dhanbad, the concerned workman Sri Sibui Mudi. Ex. T. No. 38212. Ex. P.No. 217058 approached the management through his union, Rashtriya Colliery Mazdoor Sangh for settlement of his dispute. After negotiation, the dispute has been amicably settled on the following terms :

TERMS OF SETTLEMENT

The concerned workman will be re-instated on his original job within one month from the date of this settlement.

2. That the concerned workman Sri Sibui Mudi will not be entitled to back wages or any other monetary benefits for the idle period from the date of his dismissal i.e. 24-5-93, till the date of re-instatement except the continuity of service.

3. That the concerned workman will file petition before the Central Govt. Industrial Tribunal No. 1 in the case ref. No. 11/96 through the union which has sponsored the present case for passing "No dispute Award".

However, in case of non-fulfilment of these conditions, the present settlement will be null & void and the concerned workman will stand dismissed from his service for all time to come.

This settlement is signed on the day 14th February, 1998.

- | | |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| For the Employers: | For the Workmen : |
| 1. Sri A. K. Singh.
Asst. General Manager
(HR),
M/s. Tata Iron & Steel Co.
Ltd. Jamadoba. | 1. Sri S. S. Zama.
Secretary,
R.C.M.S.
Digwadih Br. |
| 2. Sri Anwar Hashmi,
Asstt. Divisional Manager (P)
M/s. Tata Iron & Steel Co. Ltd.
Jamadoba. | 2. Sri Sibui Mudi,
Ex. U.G.T.M.
Ex. P.No. 217058
Digwadih Colly,
(Concerned Work-
man) |

Witnesses

- | | |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 1. Shri Shashi Kumar,
Officer (Admn.),
AGM (HR)'s Office,
Jamadoba. | 1. Shri S.K. Dutta,
Incharge (I.D.),
AGM (HR)'s Office,
Jamadoba. |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------|

Under Regd. Post with A/D.

Copy forwarded to :

1. The Asst. Labour Commissioner (Central), Govt. of India, Ministry of Labour, Shram Bhawan, New Colony, P.O. Jagjiwan Nagar, Dhanbad.
2. The Regional Labour Commissioner (Central), Govt. of India, Ministry of Labour, Shram Bhawan, New Colony, P.O. Jagjiwan Nagar, Dhanbad-826 003.
3. The Chief Labour Commissioner (Central), Shram Sakti Bhawan, Rafi Marg, New Delhi.
4. Secretary to Govt. of India, Ministry of Labour Shram Sakti Bhawan, Rafi Marg, New Delhi.
5. Parties concerned.

Part of the Award.

नई दिल्ली, 25 जून, 1999

का. आ. 2034.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-20012/249/98-आई.आर. (सी-1)]

श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2034.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of M/s. B.C.C. Ltd. and their workman, which was received by the Central Government on the 22-6-99.

[No. L-20012/249/98-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL No. 2, DHANBAD

Present

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section

10(1)(d) of the I.D. Act, 1947

Reference No. 134 of 1999

Parties : Employers in relation to the management of Bhowra Coke Plant of M/s. B.C.C. Ltd. and their workman.

Appearances :

On behalf of the workmen	Shri Dilip Chakraborty, Area Secretary, BCK Union.
On behalf of the employers	Shri Rajeshwar Singh, Dy. Chief P.M.
State : Bihar	Industry : Coal

Dated, Dhanbad, the 16th June, 1999

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/249/98-IR. Coal-I dated. the 28th November, 1999.

SCHEDULE

"Whether the action of the management of Bhowra Coke Plant of M/s. BCCL in dismissing Sri Jagdish Mahto Coal Munshi w.e.f. 18/19-4-96 from the services of the company is justified ? If not, to what relief the workman is entitled ?"

2. In this reference a settlement was filed by the parties under their signature settling the dispute in question. I have gone through the terms of settlement and find that the terms contained therein are fair, proper and beneficial to both of them. Accordingly I accept the said settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. B. CHATTERJEE, Presiding Officer

ANNEXURE

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF EASTERN JHARIA AREA OF M/S. B.C.C.L. AND SRI JAGDISH MAHATO, EX-WORKMAN OF BHOWRA COKE PLANT AND B.C.K. UNION IN FORM 'H'

Management side :

Workman Side :

1. Sri Rajeshwar Singh,
Dy. Chief Personnel
Manager, Eastern
Jharia area.

1. Sri Jagdish Mahato,
Ex-Coal Munshi,
Bhowra Coke Plant.
2. Sri Dilip Chakraborty,
Area Secy., BCKU,
EJA-Bhowra.

SHORT RECITAL OF THE CASE

Sri Jagdish Mahato, Ex-coal Munshi, working as R/C, Bhowra coke Plant, was dismissed for fraud & dishonesty in connection with the company's business, vide dismissal order No. BCCI./BCP/XI/96/PER/231 dated 18/19-4-96. He put up a mercy petition before the management and his case was also represented by Sri Dilip Chakraborty, Area Secy., BCKU, EJ Area.

The competent authority has accorded his kind approval to reinstate Shri Jagdish Mahato as General Clerk in clerical Grade-III with initial basic, on the following terms & conditions, as communicated by the General Manager I/c (P&IR), BCCL, Koyla Bhawan, vide his letter No. Dy. CPM(IR)/Bhowra Area/99/1845 dated 9/10-3-99.

TERMS & CONDITIONS

1. Sri Jagdish Mahato will be examined by the Area Medical Board and should be declared FIT for duty.
2. He should not has withdrawn his CMPF contribution and gratuity amount.
3. He should not has filed any case against his dismissal before any Court and also not arised any dispute before the Labour machinery and if so, he will withdraw the same immediately.
4. He will be properly identified.
5. He will work honestly and sincerely in future after reinstatement.
6. He will be posted in any other Area of BCCL other than E. J. Area, where vacancy exists.
7. He will be reinstated as Genl. Clerk in clerical Gr. III with initial basic.
8. He will not be paid any wages for the period of his idleness i.e. from the date of dismissal to the date of resumption of duty on reinstatement, and the whole period will be treated as dies-non.
9. A copy of this Agreement will be sent to the ALC(C), Dhanbad, for his kind notice and record.

(Rajeshwar Singh)
Dy. Chief Personnel Manager,
Eastern Jharia Area.

(Jagdish Mahato)
Ex-workman,
Bhowra Coke
Plant,
(Dilip Chakraborty)
Area Secy. BCKU, EJA-Bhowra

Witnesses :—

- (1) राम नरेश प्र.
- (2) परम हंस गौड़

नई दिल्ली, 25 जून, 1999

कांआ 2035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सीएसोएल्क के प्रबन्धन में केन्द्रिय सरकार और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण से-1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-20012/272/93-आई.आर. (सी-1)]

श्याम सुन्दर गुप्ता, डैस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2035.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government

Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of M/s. C.C. Ltd. and their workman, which was received by the Central Government on 22-6-99.

[No. L-20012/272/93-IR (C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD

In the matter of a reference under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 216 of 1994

Parties : Employers in relation to the management of Kargali Colliery of M/s. C. C. Ltd.

AND

Their Workmen

Present : Shri S. Prasad
Presiding Officer

APPEARANCES :

For the Employers : Shri D.K. Verma, Advocate.
For the Workmen : Smt. Subhagia Kamine,
Workman concerned.

State : Bihar Industry : Coal

Dated, the 17th June, 1999

AWARD

By Order No. L-20012/272/93-I.R. (Coal-I) dated 25-8-1994 the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the non-acceptance of the recommendation of the Medical Board constituted under Clause 9.4.3 of NCWA-IV in respect of the medical examination conducted on Smt. Subhagia Kamine on 17-11-1989 by the management of Kargali Colliery M/s. Central Coalfields Ltd., Bermo, Distt. Bokaro is legal and justified ? If not, to what relief is the concerned workman is entitled ?"

2. The order of reference was received in this Tribunal on 2-9-1994. After notice both parties filed their respective written statements, rejoinders and documents. Thereafter on 22-3-99 a petition was filed on behalf of the workman praying that she is not interested to contest the dispute. The petition was put up for hearing on 16-6-99. The concerned lady appeared alongwith her Identity Card issued by the management and prayed for passing a 'no dispute' award in this dispute. Shri D.K. Verma, Advocate, on behalf of the management raised no

objection on the petition filed by the concerned lady.

3. Under such circumstances, I render a 'no dispute' award in the present reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 25 जून, 1999

का आ. 2036.:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-20012/411/95-आई.आर.(सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2036.:—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s C.C. Ltd. and their workman, which was received by the Central Government on 22-6-99.

[No. L-20012/411/95-IR(C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 5 of 1997

Parties : Employers in relation to the management of N.K. Area of M/s. Central Coalfields Ltd.

AND

Their Workmen

Present : Shri S. Prasad,
Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Workmen : None.

State : Bihar.

Industry : Coal

Dated, the 16th June, 1999.

AWARD

By Order No. L-20012/411/95-IR(Coal-I) dated 31-12-96 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section.

(1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the claim of the Union that the management of N.K. Area of Central Coalfields Ltd. in not allowing the duty to the workman Sh. Jagdish Turi w.e.f. 2-5-1993 till date (resumption of duty) as also not paying wages for this period is legal and justified ? If not, to what relief is the concerned workman entitled ?”

2. The order of reference was received in this Tribunal on 6-1-1997. Thereafter notice was sent to the sponsoring union for filing written statement on behalf of the workman but the same was returned back without any postal remark. Another notice was sent to the sponsoring union by registered post which was also returned back. Even on 15-6-99 neither the concerned workman nor the sponsoring union appeared. It, therefore, appears that the concerned workman is not interested in prosecuting the present reference case.

3. Under such circumstances, I render a ‘no dispute’ award in the present reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 25 जून, 1999

का आ. 2037.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एअर इंडिया लिमि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-20030/12/95-आई.आर.(सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2037.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Air India Ltd. and their workman, which was received by the Central Government on 22-6-99.

[No. L-20030/12/95-IR(C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT MUMBAI

Present

Justice C. V. GOVARDHAN

(Presiding Officer)

Reference CGIT No. 20 of 1996

Parties : M/s Air India Limited

Vs.

Their Workman, Shri A.G. Sayeed

APPEARANCES :

For the Management : Ms. Pereira, Advocate.

For the Workman : Shri Nabar, Advocate.

State : Maharashtra.

Mumbai, dated the 8th June, 1999

AWARD

The Central Government by its order dated 8th August, 1996 has referred the following dispute between the management of Air India and their Workmen for adjudication by this Tribunal.

“Whether the action of the management of Air India in removing Shri A.G. Sayeed, Ex-Loader w.e.f. 16-11-1987 is justified ? If not, to what relief is the workman entitled to ?”

2. The second party worker in his statement of claim contends as follows :

The second party was a workman under the first party from 27-11-1978 as a Loader. He was regular in attending to his duties. He has to attend on his mother due to her old age and sickness. Whenever he used to enjoy his leave for attending on his mother, he would inform to his superiors about the reason for obtaining leave. On 26-12-1986, his mother met with an accident and her left leg was injured. There was none to attend on her except the worker. Therefore he could not attend his duties upto 22-1-1987. After discharge of his mother from the hospital, he resumed his duties on and from 22-1-1987. His mother was discharged from the hospital in the month of January, 1987 and was advised to undergo operation in May, 1987, in order to save her leg from being amputated. The worker, therefore admitted her in the hospital and he was constrained to proceed on leave from 7-5-1987 to 31-5-1987. He has informed to his superior Mr. Parthasarathi regarding the same. But he was issued with a charge sheet dated 27th June, 1987 seeking his explanation for his absence from duty. The worker had explained the reason for his absence to his superior on both the occasions. He did not submit any explanation to the charge sheet. An enquiry was ordered. He was asked as to whether he admits the charge. The second party admitted his absence during the above period and explained the reason for his absence to the Enquiry Officer. The Enquiry Officer held that the charge against the worker has been proved. But he did not consider the reasons given by the worker for his absence. The said finding is therefore perverse. The disciplinary authority accepted the finding of the Enquiry Officer and has passed the order of removal from service. He also did not consider the justification of the worker for his absence. The management moved an application for approval. It was allowed by an order dated 10th May, 1994. Hence the present dispute.

3. The management in their Written Statement contends as follows :

The workman was not regular in his duties. He had admitted the charge during cross-examination in the approval application. Prior to his dismissal, his increments were stopped twice or thrice for habitual absence from duty. The leave applied for the period 29-12-1986 to 21-1-1987 was rejected. The workman has not made any written application for leave for the period from 7-5-1987 to 31-5-1987. The claim of the workman is therefore to be rejected. The workman never produced Medical Certificate for his mother's illness. The workman is a habitual absentee and has been issued with a number of punishments. In spite of opportunities given to him, the workman failed to improve the same and continued to be habitual absentee. This is not the first time when the workman has remained absent without permission. He has been punished number of times for unauthorised absence. In spite of opportunities given to improve his attendance, the workman has not improved. The enquiry was conducted strictly in accordance with the principles of natural justice. The workman participated in the same. He has voluntarily admitted the charges. It is not open for the workman to challenge the fairness of the enquiry or the correctness of the report of the enquiry committee. After going through the enquiry materials only, the Competent Authority has imposed the punishment. It is not disproportionate to the gravity of the misconduct. The reference is therefore to be rejected.

4. The point for consideration is whether the second party is entitled to any relief :

The POINT :—The second party workman was charged that he has unauthorisedly absented from duty from 29-12-1986 to 21-1-1987 and from 7-5-1987 to 31-5-1987. He was asked to give explanation. But he did not give any explanation. An enquiry was therefore ordered. In the enquiry, the second party appeared and took part in the proceedings. He has admitted that he has not submitted any explanation to the charge and that he admits the charge levelled against him on his own free will and without any coercion from any body. Yet the Time Keeper was examined to prove the charge and he has stated that the workman remained unauthorisedly absent for 49 days. The worker did not want to cross-examine the said witness. His explanation is that he had absented on account of the accident that took place for his mother and he had to look-after her. But no Medical Certificate was produced by him to show that his mother actually met with an accident. In the final statement also he has admitted that he has unauthorisedly absented himself. On this evidence, the enquiry committee has found the employee having committed the misconduct for which he has been charged. The learned advocate has argued that the explanation of the worker has not been considered by the enquiry committee. But when the workman charged of a misconduct, admits the same, there is no obligation on the part of the management to hold domestic enquiry. But yet in the case on hand an enquiry was held and on the basis of the evidence of the Time Keeper also, the workman was found guilty of the misconduct.

5. The learned advocate for the workman has not challenged the correctness of the enquiry. In the approval application filed against the workman, my learned predecessor has held that a valid and proper enquiry has been held and approval has been granted. Therefore it cannot be stated that there is no valid enquiry.

6. The learned advocate for the workman has argued that the Disciplinary Authority has stated that the past conduct of the workman has been considered by him. But it was not put to the worker. The management has filed documents which show that the workman herein has been awarded punishment of obeyance of increments on two earlier occasions for the same misconduct of habitual absence without permission and he was also advised that it is the last opportunity given to him and repetition of such misconduct or any other misconduct on his part, in future, will be dealt with very seriously which may even result in imposing the punishment of removal from service. It also shows that when he was absent unauthorisedly, subsequently he was called upon to report for duty on two occasions namely September, 1996 and June, 1997. From these acts it is evident that the workman has not taken the action taken against him seriously and has continued the same misconduct of unauthorisedly absence.

7. The learned advocate appearing for the workman relies upon the decision of the Andhra Pradesh High Court Reported in 1996 L.I.C. Page 490 (Divisional Manager) L.I.C. of India Vs. S. Rajan and has argued that the charge of misconduct of absence without leave is not a serious misconduct and the harshest punishment of removal is not necessary. In the case on hand the workman has unauthorisedly absented himself on two spells and has given leave letter for only one spell. But the leave was not granted. The reason given by him is the accident which his mother is said that to have met with. In the above circumstances, I am of the view that even though the charge against the workman is proved, the punishment imposed on him is very harsh and it can be modified in the light of the decision of the Andhra Pradesh High Court reported in 1996 L.I.C. Page 490.

8. In the result an award is passed holding that the action of the management of Air India in removing Shri A.G. Sayeed, Ex-Loader w.e.f. 16-11-1987 is not justified and therefore he is entitled for an order of re-instatement with continuity of service but without back wages.

C. V. GOVARDHAN, Presiding Officer.

नई दिल्ली, 28 जून, 1999

का आ. 2038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.पी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-6-99 को प्राप्त हुआ था।

[सं. एल-20040/62/94-आई.आर.(सी-1)]

श्याम सुन्दर गुप्ता, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2038.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No-1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s B.P.C. Ltd. and their workman, which was received by the Central Government on 22-6-99.

[No. L-20040/62/94-IR(C-1)]

S. S. GUPTA, Desk Officer

ANNEXURE

Before the Central Government Industrial Tribunal No.1,
Mumbai

Present

Shri Justice C. V. GOVARDHAN

(Presiding Officer)

Reference No. CGIT-34 of 1995

Parties :—Employers in relation to the management of
M/s. Bharat Petroleum Corpn. Ltd., Bombay

AND

Their Workmen

Appearances :—

For the Management : Shri R.S. Pai, Advocate

For the Workman : No appearance

State : Maharashtra

Mumbai, dated this the 10th day of June, 1999.

AWARD

The Central Government has referred the following dispute by its order dated 09-08-1995 for adjudication by this Tribunal :

“Whether the action of the management of Bharat Petroleum Corporation Ltd., Mahul Refinery, Bombay in terminating Shri C.R. Shingte, from service w.e.f. 15-12-1992 is justified? If not, what relief is concerned workman entitled to?”

Both the sides have filed their respective statement of claim, written statement, documents and affidavits. Evidence of the workman has been recorded on 19-6-1997. Thereafter

no progress have made in the hearing on this matter. In the last three occasions of hearing the workman or his representative failed to appear before this Tribunal. I am therefore of opinion that neither the workman nor his representative is interested in prosecuting this dispute and therefore the matter is to be dismissed for default.

In the result, an award is passed dismissing the reference for default.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 25 जून, 1999

क्रा. आ. 2039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के प्रंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-6-99 को प्राप्त हुआ था।

[सं. एल-22012/236/88-डी.-IV बी.]

वी. एस. ए. एस. पी. राजू, डैस्क अधिकारी

New Delhi, the 25th June, 1999

S.O. 2039.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E.C.L. and their workman, which was received by the Central Government on 25-6-99.

[No. L-22012/236/88 D-IV B]

V.S.A.S.P. RAJU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ANSANSOL

REFERENCE NO. 22 OF 1989

Present : Shri R.S. Misra,
Presiding Officer.

Parties : Employers in relation to the management of
Mithani Colliery under the Agent Bejdih-Methani-
Patmohna Collieries of M/s. E.C. Ltd.

AND

Their Workmen

APPEARANCES :

For the Employers : Shri P.K. Das, Advocate.

For the Workmen : Shri M. Dutta, Advocate & Nur
Ali Khan, Org. Secretary of Union.

Industry : Coal. State : West Bengal.

Dated, the 9th June, 1999

AWARD

1. The Government of India, Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section (10) of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(236)/88-D. IV.B dated 7-6-89.

SCHEDULE

"Whether the action of the management of Mithani Colliery under the Agent, Bejdih-Methani-Patmohna Collieries of M/s. E.C. Ltd. P.O. Sitarampur, Dist. Burdwan in not taking the workmen as mentioned in the list attached in their direct roll from the date they are working as such, was justified? If not, to what relief the workmen are entitled and from which date?"

2. The claim by the concerned workmen, shown by the management as contractor's workers, that they are in fact directly employed workers, has practically given rise to this dispute.

3. The Union's version :—

The concerned workmen have been engaged by the management directly for various types of perennial works in the under ground mine since 1980 and that they have been discharging the works under direct supervision of the company's men and officers and with tools and implements supplied by the company. Their de-facto status is that of directly employed workers. But the company have been refusing to take them to its direct roll and therefore this industrial dispute has been raised.

4. The management's version :—

The concerned workmen had been never directly engaged by the company. Out of the concerned persons, four men namely Dinesh Mandal, Ram Karan Singh, Nikhil Sarkar and Shabali Ram had been contractors under the company

and the rest of the concerned persons had been contractors' workers under the said contractors. At no point of time the number of contractors' workers engaged by any one of the contractors was twenty or more. Occasional works like construction of masonry dams, walls and stoppings in the Mithani Colliery had been assigned to the contractors who had completed the works by engaging the aforesaid remaining forty-seven persons as contractors' workers under them. One of the stipulations in N.C.W.A.-III was gradual abolition of contract labour system in permanent and perennial nature of works. The management went a step ahead and gradually abolished contract labour system by engaging its own and directly employed workers in spheres which did not involve permanent or perennial jobs. The management accordingly stopped giving contractual jobs to the aforesaid four contractors since 1984-85 and accordingly the alleged workmen are out of picture since then. Accordingly there is absolutely no scope for raising this dispute.

5. Certain legal positions are required to be kept in mind for appropriate disposal of this reference. The same are as follows :

As per the provision contained in Sec. 1(4) of the Contract Labour (Regulation & Abolition) Act, 1970, it is applicable to every establishment in which twenty or more workmen are employed or were employed on any day of the preceding twelve months, as contract labour. Similarly the Act is applicable to every contractor who employ or who employed on any day of the preceding twelve months twenty or more workmen. According to Sec. 1(5) of the Act, it shall not apply to establishments in which work only of an intermittent or casual nature is performed and it is for the appropriate Government to decide the question whether the work performed is of intermittent or casual nature. According to the definition contained in Sec. 2(c) of the Act, contractor in relation to an establishment means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor. According to the definition given in Sec. 2(b) of the Act, a workman shall be deemed to be employed as contract labour in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Sec. 7 of the Act requires every principal employer of an establishment to which this Act applies to get itself registered with the registering officer. Sec. 12 of the Act requires that no contractor to whom this Act applies shall undertake or execute any work through contract labour except under and in accordance with a licence issued by the licensing officer. Sec. 10(1) of the Act empowers the appropriate Government to prohibit, by notification in the official Gazette, employment of contract labour in any process, operation or other work in any establishment. Rule 82(1) of the Contract

Labour (Regulation and Abolition) Central Rules, requires that every contractor shall send half-yearly return in Form XXIV to the licensing officer. Similarly Rule 82(2) requires the principal employer of a registered establishment to send annual returns in Form XXV to the Registering Officer. The Hon'ble Apex Court in its decision in "*Hussain-Bhai-Vrs.-Alath Factory Tezhilali Union, A.I.R. 1978 SC 1410*," has laid down the principle that the industrial adjudicator must lift the veil and look at the conspectus of factors governing employment, though draped in different perfect paper arrangement, to discern the naked truth, whether the real employer is the management, not the immediate contractor. In the decision in "*Air India Statutory Corporation, Vs. United Labour Union, A.I.R. 1997 SC 645*", it has been laid down by the Hon'ble Apex Court that abolition of contract labour system ensures right to the workmen for regularisation of them as employees in the establishment in which they were hitherto working as contract labour through the contractor and that the contractor stands removed from the regulation under the Act and direct relationship of employer and employee is created between the principal employer and workmen.

It is also necessary to bear in mind that the Government of India, in the Ministry of Labour, vide Notification No. S.O. 2063 dated 21-6-1988, published in 1989 C.C.L.-III-12 prohibited in all coal mines of the country, driving of stone drifts and miscellaneous stone-cutting under ground, vide Item No. 5 in the Schedule of the Notification.

6. The union produced and examined four witnesses and also produced a few documents in support of its claim. Similarly the management produced and examined two witnesses and some documents in support of its rival case.

7. The stand by the management that the persons named Dinesh Mandal, Ram Karan Singh, Nikhil Kumar Sarkar and Shabali Ram were contractor stands disproved by the evidence of management's witness No. 1 (MW-1). On the contrary statements of this witness rather indicate that they were also workmen. Exbt. M-5 is the Ex-gratia calculation Register for the period from April, 1982 to March, 1983 in respect of Mithani Colliery. On verification of this register, MW-1 stated in para 2 of his deposition that names of all the alleged workmen find place in it and there are entries in it concerning them. Ext. M-6 is a separate register in Form 'B' in respect of the contractors' workers working in the said colliery. According to the statement of MW-1 in para 3 of his deposition names of all the alleged workmen except Kanai Ram and Rajinder, find place in this register. Particulars of only workmen employed/engaged in the coal mine are to be entered in the statutory Form 'B' register. It does not require particulars of a contractor to be entered in it. Similarly bonus is required to be paid only to workmen and not to contractors. The very fact that names of all the alleged workmen, which include Dinesh Mandal, Ram Karan Singh, Nikhil

Sarkar and Shabali Ram, find place in the Bonus Register and in the Form 'B' register, is sufficient to prove that the aforesaid four persons were not contractors and that they were workmen.

8. Management's witness No. 1 (MW-1) categorically admits in para-1 of his deposition that Sitarampur Area covering this colliery has been duly registered under the provisions of the Contract Labour (Regulation & Abolition) Act. Presumably the management must have been furnishing annual returns in Form No. XXV as required by Rule 82(2). Particulars to be furnished in the Annexure to this form are names and addresses of the respective contractors, maximum number of workers employed by each contractor etc. The management neither produced copies of the returns filed by it during the relevant years, nor produced their office copies. The same would have indicated whether the management had treated Dinesh Mandal, Ram Karan Singh, Nikhil Sarkar and Shabali Ram as contractors and had accordingly furnished the required data in respect of them in these annual returns. Non-production of at least office copies of the annual returns raises an adverse inference that the management had not furnished data in respect of these alleged contractors by not treating them as contractors. This adverse inference supports the earlier conclusion that Dinesh Mandal, Ram Karan Singh, Nikhil Sarkar and Shabali Ram were actually not contractors and were only workmen.

9. The management produced work orders vide Exts. M-10 to M-10/40, in an attempt to show that the said workman orders were issued to the alleged contractors such as Dinesh Mandal, Ram Karan Singh, Nikhil Sarkar and Shabali Ram. But MW-2 admitted in para 2 of his deposition that the said work orders were issued not only to the so called contractors but also to other concerned workmen. The relevant statement of MW-2 is as follows :—

"I find in the work orders (Exts. M-10 to M-10/40) that not a single work order was issued to an individual and that each of the work orders were issued to more than at least three persons. The word 'others' appearing in each work order mean rest of the persons mentioned in the list of workers attached to the reference. (The witness corrects himself by saying that those others included only some of the persons in the list attached to the reference.)"

Each of the work orders has been issued in favour of a specific named person and in favour of some un-named persons describing those persons as "others". The aforesaid statement by MW-2 clarify that the work orders were issued in favour of the so called contractors together with other concerned workmen. Thus the assignments being in favour of also the admitted workmen, it can not be said that the same

were contractual job orders issued to only contractors. They appear to be assignments given to the workmen jointly. This emerging position is more confirmed if it is borne in mind that, as reflected by the earlier mentioned statement of MW-1, Dinesh Mandal, Ram Karan Singh, Nikhil Sarkar and Shabali Ram are rather workmen and are not contractors.

10. The witnesses examined on behalf of the union say that various types of works have been discharged by them and that the same are of permanent and perennial nature. The management has taken the stand that they had not been doing all types of works and that they performed only a few specific types of works. It may be repeated that according to the stand taken in the management's W.S. (vide para-4) only construction of masonry dams, walls and stoppings had been assigned to the contractors and that the same are not perennial or permanent nature of work. In this connection it is very much essential to keep in mind that Mithani Colliery is admittedly an under ground coal mine. Management's witness No. 2 (MW-2) stated in para 3 of his deposition that during his tenure in the Mithani Colliery, generally construction of isolation stoppings and occasional white-washing of under ground travelling road ways were the main works entrusted to the alleged contractors. He explained in para 10 of his deposition that isolation stopping originally means one metre thick masonry wall to completely seal and isolate the operational panel from the rest of the under ground area and that ventilation stopping means masonry wall of fifteen to twenty inches thickness, at different places to regulate flow of air in the desired direction by preventing its flow to other unwanted areas. He added in his statement that cutting of foundation, cutting of sides and cutting of roofs are essential for construction of isolation stopping. He further added that ventilation stopping also requires cutting of foundation, sides and roofs of tunnels. He clarified that isolation stopping is also used as fire stopping at the time of out-break of fire in the under ground mine. He also added in his deposition that the persons engaged for cutting foundation, sides and roofs are required to load the debris from the place of cutting in tubs. The Industrial Tribunal can take cognizance of the common knowledge that in under ground mining operation, construction of isolation and ventilation stoppings constitute important operations.

11. The most notable point explained by MW-1 in his aforesaid statement is that construction of stopping requires cutting of foundation, sides and roofs. Surfaces of the tunnels would consist of either coal or stones or both. Vide Notification No. S.O. 2063 dated 21-6-1988 of the Ministry of Labour contract labour system in coal mines in respect of raising of coal and miscellaneous stone cutting under ground have been prohibited U/s. 10(1) of the Contract Labour (Regulation & Abolition) Act.

12. The alleged contract labour system having been adopted in such sphere of prohibited work, the so called contractor 1986 GI/99-18

would be non-existent in the eye of law and the workmen engaged in the system would stand in the footing of workers directly engaged by the principal employer. This legal proposition flows from the principle laid down by the Hon'ble Apex Court in the decision in *A.I.R. 1997 SC 645* that on abolition of contract labour system, the contractors stand removed from the regulation under the Act and direct relationship of employer and employee is created between the principal employer and workmen. This legal system is further strengthened because of reason that the alleged contractors had been allowed to operate without licence.

13. Thus if the plea of alleged contract labour system, advanced by the management, is accepted, relationship of employer and employee between the management and the concerned workmen, emerges from the existing facts. Management's witness No. 1 (MW-1) admits in para-5 of his deposition that even now also the concerned workmen have been working in the colliery under contractors. That means even now also the relationship of employer and employee between the management and concerned workmen exists. This being the position the management ought to regularise them as its direct employees in the under ground sector.

14. The other side of the matter is that, as found earlier, the so called contractors are actually workmen and are not contractors. Therefore the management's plea that there is no relationship of employer and employee with the concerned workmen is not acceptable. Admittedly the concerned workmen have been deployed by the management since 1980 and as per the admission by MW-1, even now also they have been working in the colliery. Facts advanced by the management itself reveal that the works performed by them constitute important function in mining operation, as explained earlier. Their continued casualisation in the guise of contract labour system over so many years amounts to unfair labour practice by the management vide Item No. 10 in part-I of the fifth schedule of the I.D. Act. Natural justice requires that an end to it should be brought by way of declaration that they are directly employed workmen of the management.

15. Concluding observation and direction :—

The action of the management of Mithani Colliery of M/s. E.C.L., P.O. Sitarampur, Distt. Burdwan in not regularising the concerned workmen (as per list) in their direct roll was not justified. The concerned workmen be regularised as direct employees of the management, preferably in under ground sector, within two months from the date of enforceability of the Award.

The reference is answered accordingly.

R.S. MISRA, Presiding Officer

नई दिल्ली, 28 जून, 1999

का. आ. 2043.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 प्राप्त हुआ था।

[सं. एल.-17011/7/93-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2043.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 24-6-99.

[No. L-17011/7/93-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL
NADU, CHENNAI

Friday, the 26th day of March 1999

Present

Thiru S. Ashok Kumar, M.Sc., B.L.,

Industrial Tribunal

Industrial Dispute No. 179 of 1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the Workmen and the Management of L.I.C. of India, Madras-2)

Between :

The workmen represented by

The General Secretary,

South Zone Ins. Emp. Fed.

Bharat Insurance Building Annexe,

93, Mount Road, Madras-600 002.

And

The Zonal Manager,

L.I.C. of India,

South Zone,

Madras-600 002.

Reference : Order No.L-17011/07/93-IR(B.II), Ministry of Labour, dated 14-9-94, Govt. of India, New Delhi.

This dispute coming on for final hearing on Monday, the 1st day of March 1999, upon perusing the reference, claim and counter statements and all other material papers on record, and upon hearing the arguments of Tvl. D. Hariparanatham

& Ajay Khose, Advocates appearing for the petitioner union and of Tvl. S. Masilamani & R. Arumugam, Advocates appearing for the respondent-management, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :

“Whether the action of the management of LIC of India, Madras in not treating the service rendered by 218 employees from 19-4-91 to 4-8-92 as continuous and regular and not counting the service for the purpose of usual service benefits is justified ? If not, what relief are the workman concerned entitled to ?”

2. The main averments found in the claim statement filed by the petitioner-union are as follows :

In pursuance of advertisements made by the respondent Life Insurance Corporation of India between June to December 1989 for appointments for certain posts of assistants, typists, Stenos, number of persons applied and they were asked for a written examination between September 1989 and January 1990. The successful candidates of the written tests were called for oral interview during November 1989 and January 1990 appointment was given to the batch of candidates. During 1990 and February 1991 another batch of 224 candidates, who were waitlisted were given appointment orders against vacancies duly sanctioned. The Assistants were directed to undergo training for a period of 3 months. While they were undergoing training/probation, the respondent suddenly informed them that their services were discharged/termination on 18-4-91 for the reason that interim orders have been passed by the Hon'ble High Court in a batch of Writ petitions filed by temporary employees. The respondent claimed that the above action was meant to get over possible contempt action initiated against them for having allegedly violated the interim orders of the Hon'ble High Court. However, the services of these employees were continued on temporary basis without break and in the very same post they were originally holding. The contempt application filed by the temporary employees was dismissed by the Hon'ble High Court on 24-6-92 and the main batch of writ petitions were also dismissed on 27-7-92. Thereafter the respondent informed the employees whose services were continued on the temporary basis that their services would be continued in the same terms and conditions as contained in their original letter of appointment w.e.f. 15-8-92. By letter dated 17-8-92 the respondent informed these employees that the services rendered by them from 19-4-91 (on notional termination of their permanent service) to 4-8-92 totalling a period of 16 months would not count for any service benefits such as Seniority, Promotion, Leave and terminal benefits like P.F. Gratuity etc. The petitioner union protested against the same. The service of all these employees have been regularised. The refusal of the respondent in not taking into account the 16 months service (from 19-4-91 to 4-8-92) rendered by them is wholly unjust. The employees who were appointed regularly

were not parties to the Writ petition and the respondent cannot bring suddenly the pendency of writ petition as a ground for refusal of service of 16 months. Once the Writ petitions and the contempt applications came to be disposed by the Hon'ble High Court up-holding all the actions of the respondent management, in all fairness the respondent ought to have taken into account the service right from the original date of appointment. The respondent cannot give a break in service from 19-4-91 to 4-8-92. The respondent cannot deem the services put in by these candidates prior to 19-4-91 as regular and permanent and the next 16 months till 4-8-92 as temporary service which according to the respondent will not account for any purpose and thereafter their services with effect from 5-8-92 as regular and permanent. It is not open to the respondent to give such technical breaks thereby depriving these workmen their legitimate services put in for 16 months. From the very same selection list prepared in November 1989 persons who were appointed before this batch of employees will have the benefit of continuous service counted in their favour and these employees alone for no fault of theirs will be deprived of their services rendered between 19-4-91 to 4-8-92 for all purposes. Such a treatment has been meted out only to the employees of State of Tamil Nadu whereas in all other States, employees who have been regularly appointed have been enjoying the benefits of continuity of service. If these 218 workmen were alone not given the benefit of 16 months' service which are uninterrupted, it will mean that the batch of juniors in other Divisions/zones of LIC will score a march over these employees in the matter of promotion, seniority etc. The petitioner union raised a dispute before the Assistant Commr. of Labour, Madras by its representation dated 10-2-93. But the conciliation ended in failure. One of the workmen Thiru C.V. Chandramouli in the present dispute had filed a writ petition before the Hon'ble High Court being W. P. No. 295 of 1993 asking for a direction to the respondent to count his service from the initial date of entry for all purposes including seniority, promotion, gratuity and provident fund. The Hon'ble High Court by a judgement dated 17-10-94 dismissed the same with an observation that the petitioner could seek his redress before the Industrial Tribunal where reference has already been made. The impugned action of the respondent is arbitrary and hence violation of Article 14 and 16 of the Constitution. These employees were neither a party nor were they impleaded as a party in the litigation instituted by temporary daily rated employees, in the batch of Writ petition, and therefore any decision rendered without notice is not binding on the employees. The respondent corporation was only issued with a notice in the contempt application and the respondent should have very well explained the real position before resorting to the arbitrary action of terminating the service of the 218 employees and technically discharging them from service w.e.f. 18-4-91. Even in the order passed on the contempt application filed by Prabhavathi & Others came to be disposed on 24-6-92, the action of the respondent corporation was not frowned upon. If the respondent has any doubt,

it should have sought the clarification with the Hon'ble High Court before resorting to the arbitrary action. In the case of persons who sought employment on compassionate grounds, the interim order was clarified by the Hon'ble High Court in W.P. No 6590/1992 dt. 22-7-92. Once the main writ petitions were disposed off by the Hon'ble High Court, there is no impediment on the part of the respondent to restore the original positions of the 218 employees. On the contrary the respondent is unnecessarily denying the legal right of the employees. According to Regulation No. 13 of the Staff Regulation, commencement of service is clearly defined, as from the date on which an employee reports for duty pursuant to the order of appointment. The service of the 218 employees are deemed to be continuous as defined under sec 25B of the I D Act, 1947 and Sec.2(c) of the payment of Gratuity Act, 1972. If the 16 months service of the employees are not counted, it would amount to unfair labour practice which is prohibited by sec. 25T of the I.D. Act, 1947 before denying the benefits of service put in by the 218 employees. The petitioner prays to pass an award holding that the demand of the petitioner union is justified and consequently direct the respondent to grant the benefit of service continuity for the period from 19-4-91 to 4-8-92 for the purpose of service benefits.

3. The main averments found in the counter statement filed by the respondent are as follows :

The respondent Life Insurance Corporation of India is a body corporate established u/s 3 of the Life Insurance Corporation Act, 1956. The respondent corporation made Regulations providing for terms and conditions of service of the employees of the Corporation including the transferred employees, and in exercise of the said powers of the Corporation had framed regulations in 1960 known as the Life Insurance Corporation of India (Staff) Regulations, 1960 defining the terms and conditions of service of its employees. Under Regulation 8 of the (Staff) Regulations, notwithstanding anything contained in those regulations, a Managing Director, Executive Director (personnel), a Zonal Manager or a Divisional Manager may employ staff in Class III and class IV on a temporary basis subject to such general or special directions issued by the Chairman of the Corporation from time to time. Under Sub-Regulation 2 of the said Regulation 8, no persons appointed on a temporary basis shall only by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post. In accordance with the power vested in it under sec.23 of the Act, the corporation has recruited number of persons in accordance with the rules relating to appointment of staff on regular basis. The rules relevant to the present dispute are those laid on 27-11-79 captioned "LIC Recruitment (of class III and Class IV employees) Rules, 1979" issued by the Chairman of the respondent corporation. Besides the above staff borne on its regular establishment, the Corporation also may have occasions to engage, in terms of Regulation 8 of the (Staff) Regulations, a free persons on a temporary/badli or parttime

as 'purely temporary service'. These steps of the respondent should be viewed in the background of Hon'ble High Court's order dated 7-12-90. It is not right to term the logical steps taken by the respondent as technical breaks according to whims and fancies. The steps taken by the respondent to honour the order of the Hon'ble High Court in letter and spirit cannot be termed as violative of Article 14 and 16 of the Constitution. The contention that the respondent is estopped from taking the stand that the services of the petitioners were terminated due to an interim order of the Hon'ble High Court is totally misconceived. This reference is based on an incorrect appreciation of facts in as much as it proceeds on the basis that the workman were in service from 19-4-91 to 4-8-92. In as much as the appointment of 218 workmen were terminated from service from 19-4-91 they did not render any regular service during the period 19-4-91 to 4-8-92. The respondent prays to dismiss the claim.

4. Ex. W-1 to W-19 and M.1 to M.9 were marked by consent.

5. The point for consideration is : whether the action of the management of the respondent Life Insurance Corporation of India, Madras in not treating the service rendered by 218 employees from 19-4-91 to 4-8-92 as continuous and regular and not counting the service for the purpose of usual service benefits is justified ? if not, what relief are the workmen concerned entitled to ?

6. **The point :** The respondent Life Insurance Corporation of India is a body corporate established u/s 3 of the LIC Act 1956. It has framed its own regulations known as Life Insurance Corporation of India Staff Regulations 1960 defining the terms and conditions of service of its employees. The respondent corporation adopts a particular procedure in the matter of recruitment of Class III and IV Staffs as per instructions dt. 27-11-79 marked as Ex. W-1. Certain rules and recruitments were allotted in favour of the relatives of the employees who die while in service for appointment in the respondent corporation as seen from Ex. W-2, W-3 and W-5 circulars dt. 20-1-87, 6-10-87 and 11-11-87. Certain relaxation, concessions are also given and reservations were also made in favour of sportsmen for recruitment in Class III and IV is seen from Ex. W-4 circulars dt. 26-4-80. Apart from regular appointments, or recruitments the respondent also makes temporary appointments to meet certain seasonal urgent necessities, as seen from sub-Regulation (2) of Regulation No. 8 of the staff Regulations. On 13-8-92, some unions raised a dispute stating that the respondent corporation has been engaging in unfair labour practice in the employment of temporary badly and part time employees. By a reference dated 20-5-85 the Government of India referred the following dispute to a National Industrial Tribunal presided over by Hon'ble Dr. Justice R. D. Tulpule, Bombay for adjudication (hereinafter referred to as 'the Tulpule Tribunal').

"What should be the wages and other conditions of service of badli, temporary and part-time workmen of the

Life Insurance Corporation of India as well as the conditions of their absorption in the regular cadre".

During the proceedings before the said Tulpule Tribunal, the union filed a complaint u/s 33-A of the I.D. Act 1947 praying the Tribunal to restrain the respondent corporation from recruitment or absorbing any person except with the prior permission of the Tribunal. On 15-1-86 the Hon'ble Tulpule Tribunal passed an award as a result of which the corporation was restrained from making any appointments. The Hon'ble Tulpule Tribunal gave an award dt. 17-4-86. Some unions represented to the Central Government that the corporation was not implementing the award in its true spirit and the Central Government considering that the said award had to be interpreted by another Tribunal referred to a National Industrial Tribunal presided over by the Hon'ble Mr. Justice M.S. Jamdar on 1-6-87 (hereinafter referred to as 'the Jamdar Tribunal'). The Jamdar Tribunal gave an award dated 26-8-88 purporting to interpret the Tulpule award dt. 17-4-86. On a view that the two awards contain serious legal infirmities, the respondent filed a special Leave Petition before the Hon'ble Supreme Court of India challenging the two awards. (SLP No. 14906/88). During the pendency of the above special Leave petition before the Hon'ble Supreme Court of India all the unions except one union entered into the compromise with the respondent corporation and in pursuance of the said compromise on 1-3-89 the Hon'ble Supreme Court was pleased to grant special leave to the corporation, admitted the appeal and ordered that the terms of compromise might be implemented by way of interim measure without however, any prejudice to the rights and contentions of the members of the one union which had not entered into the compromise with the management. During this long interregnum period the respondent cannot make any recruitment from the open market for filling up the vacancies in positions in Class III and Class IV and therefore the respondent corporation had to engage large number of temporary employees to carry on its day-to-day operations in all the offices of the respondent corporation all over the country. When the corporation sought to recruit employees on a regular basis in accordance with recruitment rules after the implementation of the Hon'ble Supreme Court's order dated 1-3-89, the temporary employees in the various offices of the respondent corporation in Tamil Nadu filed large number of Writ petitions before the Hon'ble High Court of Madras either individually or representative capacity seeking to restrain the respondent from terminating their services and for absorption of their own service. One such Writ petition which was filed by one Smt. E. Prabhavathi and 107 others (W.P. 15588/90 and in WMP 24302/90) moved in the said Writ petition, the Hon'ble High Court was pleased to pass an order dt. 25-9-90 restraining the respondent corporation from appointing any other candidate as a temporary or permanent employee except the petitioners till 3-10-90. The respondent filed WMP 27621/90 and the Hon'ble High Court was pleased to pass the following order on 7-12-90.

"Until disposal of the Writ petition thus, it is necessary to order that in case any appointment is found necessary, the employer-LIC shall make only temporary appointments without any prejudice to the rights of the retrenched employees and while making such recruitment, offer equal opportunity to such retrenched employee also. The order of stay originally granted is modified accordingly".

Thus the order of stay granted on 25-9-90 in WMP 24302/90 was accordingly modified by the Hon'ble High Court on 7-10-90. The respondent corporation wanted to remove the word "retrenched employee" in the said order and therefore filed W.A. No. 1251/90 which was dismissed by a Division bench of the Hon'ble High Court of Madras on 13-12-90 with the observation that the use of expression 'retrenchment' has been made in the context of the arguments of the writ petitioners, who alleged that they were retrenched and that expression, therefore implies only 'allegedly retrenched employees' and is not a finding on the stand of writ petitioners. After 7-12-90 according to the respondent corporation as a result of a erroneous interpretation of the true scope and spirit of the order of the Hon'ble High Court in W.P. No. 24370/90 the respondent made certain appointments on a regular basis subsequent to the said date. On 16-12-91 the respondent made regular appointments in pursuance of a written test and oral interview held earlier to the 224 candidates and one such appointment order is Ex. W-14. In Ex. W-14 appointment order itself it was mentioned that the staff regulation of the corporation shall not apply to the candidate and that the appointment is subject to the result of the appeal arising from SLP No. 14906/88 pending before the Hon'ble Supreme Court of India. The petitioners in W.P. 15588/90 filed a contempt application no. 74/91 before the Hon'ble High Court alleging that the appointments made on a regular basis by the respondent were with the knowledge of the orders passed by the Hon'ble High Court in wilful and wanton disobedience of the said order and with a wilful and vindictive malicious intention, constituting a grave contempt and gross disobedience of the Hon'ble High Court's order mentioned earlier. When the above said contempt application came up before the Hon'ble High Court on 9th and 10th April 1991, it appears that the respondent corporation submitted that the appointments could be made by it on an incorrect interpretation of true scope and effect of the order dt. 7-12-90 of the Hon'ble High Court. However, in order to purge itself of the charge of contempt, the corporation terminated the services of 224 employees who were appointed by it on a regular basis w.e.f. 19-4-91 and the said order dated 19-4-91 is Ex. W-15. However, on 19-4-91 the respondent issued Ex. W-16 temporary appointment order for these employees for a period of 30 days w.e.f. 19-4-91 to 18-5-91 and this appointment was temporary subject to the proceedings in the Hon'ble High Court of Madras in W.P. No. 15588/90. After terminating the services of the employees, in respondent also filed an affidavit before the Hon'ble High Court on 26-4-91. The contempt application No 74/91 again came up before the Hon'ble High Court on 19-6-91.

Court and in Ex. W-5 dt. 20-6-91 his Lordship Hon'ble Mr. Justice P. S. Misra (as his Lordship then was) was pleased to direct that W. P. No. 15588/90 together with contempt application and supplementary petitions be placed before his Lordship the Hon'ble Chief Justice for passing an amended order to hear all of them by posting before the Division Bench. During the course of the hearing of W.P. No. 15588/90 before Division Bench of the Hon'ble High Court the petitioner Union's General Secretary Th. S. Rajappa filed Ex. M.4 affidavit and a petition to implead the petitioner union also as a party in W.P. 15588/90 which was not allowed by the Hon'ble High Court. Subsequently W.P. No. 15588/90 and the contempt application and the supplementary petitions were referred to a full bench of the Hon'ble High Court. While dismissing the contempt application on 24-6-92 the Hon'ble Full Bench of the Madras High Court ordered as follows :

"As far as the contempt application is concerned, no further proceedings is necessary particularly in view of the fact that the respondent has purged itself of the alleged contempt. No sooner than the matter was brought before this court, the respondent has passed orders terminating the employees who were appointed as permanent employee. It is argued by learned counsel for the applicants that their services were not terminated altogether, but those persons continued as temporary employees. The order dated 7-12-1990 which is said to be disobeyed, does not prevent the respondent from making temporary appointments. Hence, the persons who had been reduced to the positions of temporary employees who had been appointed permanently by the respondent, had been reduced to the position of temporary employees and the act of the respondent would not amount to contempt. We are also taking note of the unconditional apology tendered in the first counter affidavit filed by the respondent. In the circumstances, we hold that no action is necessary and dismiss the application. There will be no other order is to costs".

Thereafter four persons filed W.P. 6590/92 before the Hon'ble High Court of Madras and on 22-7-92 the Hon'ble Mr. Justice Srinivasan (as his Lordship then was) clarified the effect of the order of injunction passed by the Hon'ble High Court, in W.M.P. No. 24302/90 in W.P. No. 15588/90 as follows :

"Having regard to the context in which the order was made, I am of the view that the order referred to above will not prevent the respondent from considering the applications given by the petitioners 1, 3 and 4 for appointment on compassionate grounds. By considering them and passing orders in accordance with the existing Rules, the respondent cannot be said to have violated the order of this Court referred to above. It is represented by the learned counsel for the petitioners that similar applications have been filed by other persons in other divisions for employment on compassionate grounds. Now that I have clarified the position of

the respondents under the order of injunction in WMP No. 24302/90 that they have not been restrained thereby from considering the applications for appointment on compassionate grounds, it is for the respondents to consider such applications also in accordance with the existing rules”.

The said order is Ex W-12. On 17-8-92, the respondent issued Ex. W-17 order to all the employees concerned in this dispute stating that their appointment was terminated from 18-4-91, and thereafter being employed purely on temporary basis from 19-4-91 to 4-8-92 and after the dismissal of the W.P. No 15588/90 the appointment is on the terms and conditions as contained in the letter of appointment dated 16-2-92 will continue w.e.f. 5-8-92 and that the temporary employment between 19-4-91 to 4-8-92 will not account for the purpose of services in the corporation. On 27-8-92, the respondent issued Ex. W-18 letter to the employees stating that the appointment shall be governed by the staff Regulations of the corporation and the rules issued by the Chairman u/s 48 of the Life Insurance Corporation of India Act, 1960 and that the employee will be on probation for a period of 4 months from 5-8-92 and on satisfactory completion of the probation, their services will be confirmed and also that the period of temporary employment between 19-4-91 to 4-8-92 will not account for the purpose of service in the corporation. On 21-12-92 the respondent issued Ex. W-19 confirming employees service in the respondent corporation on successful completion of the probation period. Since the respondent corporation took a decision that the temporary employment between 19-4-91 and 4-8-92 will not account for the purpose of service in the corporation the petitioner union raised a dispute by writing Ex. W-8 letter dated 10-2-92 with a prayer to take into account the 16 months service (from 19-4-91 to 4-8-92) rendered by the employees. In their Ex W-9 remarks dated 4-5-93 the respondent corporation after narrating all the facts and proceedings before the Hon'ble High Court pleaded its inability to take into account the period of temporary employment from 19-4-91 to 4-8-92 as continuous regular service. The petitioner filed Ex. W-10 reply to the remarks Ex. W-9 counter filed by the respondent management. The conciliation ended in failure and the conciliation failure report is Ex. W-11. The consolidated list of employees in each division concerned in this dispute is Ex. W-6 and there are totally 218 employees concerned in this dispute. The division list of the employees concerned in this dispute and their particulars of employment is Ex. W-7.

The contention of the learned counsel for the petitioners is that the appointment of employees was on regular basis by asking the employees to undergo a written test and oral interview and when just before issuance of the regular appointment on the application filed by the temporary employees, the Hon'ble High Court passed an order of injunction from making regular appointment but permitted the respondent corporation to make temporary appointments if necessary, but still the respondent corporation made a regular ap-

pointment and when a contempt notice was issued to the respondent, they have converted the regular appointment as one on temporary basis and after escaping the contempt proceedings, after the W.P. 15588/90 filed by the temporary employees was dismissed the conversion of the regular appointment as one on temporary basis would have no effect and therefore the period of employment of the employees from 19-4-91 to 4-8-92 should be treated as continuous regular employment. The contention of the respondent is that the respondent on an incorrect interpretation of the true scope and effect of the injunction order dated 7-12-90 of the Hon'ble High Court the respondent issued regular appointment instead of temporary appointment to the employees and when the petitioners in W.P. 15588/90 filed contempt application, this fact was submitted before the Hon'ble High Court and to purge itself of the Charge of contempt the respondent corporation terminated the service of the employees who were earlier appointed on a regular basis w.e.f. 19-4-91 and appointed them temporarily from 19-4-91 onwards otherwise not only the appointments given to the employees would be cancelled but also would be irregular and unlawful and also the respondent would have been punished for contempt. The factual position is after the injunction order dt. 7-12-90 of the Hon'ble High Court, the respondent could not have issued regular appointment to these employees. Only appointments on temporary basis alone could be made to the employees. As admitted by the respondent without properly interpreting the true scope and effect of the said order of the Hon'ble High Court they have issued appointment orders on regular basis which is the cause for the filing of the contempt application. If regular appointment is made after 7-12-90 order of the Hon'ble High Court made in W. P. No 15588/90, the appointment itself is not legal. To purge itself from this illegality and subsequent contempt, the respondent has terminated the appointment order by their letter Ex. W-17 dt 17-8-92. After dismissal of the Writ petition filed by the temporary employees, the respondent has given fresh appointment orders to the very same employees on a regular and permanent basis. If the period of employment between 19-4-91 to 4-8-92 has been treated as temporary and not countable for the service of the employees was taken as regular appointment, then the respondent could be liable for punishment for contempt. If really the respondent have understood the order of the Hon'ble High Court dt. 7.12.90 made in W.P. 15588/90 either the respondent would not have issued any appointment order to any of the employees or would have issued appointment purely on temporary basis. The petitioner now cannot take advantage of the mistake committed by the respondent in understanding the true scope and effect of the order of the Hon'ble High Court. If the respondent had not made any appointment subsequent of the above Hon'ble High Court's order, the petitioners would not have the cause of action at all to raise this dispute. The employees also accepted the termination order and fresh appointment orders without raising any protest and joined the services without raising any protest. The respondent corporation is a body corporate

established by an Act of the Parliament, LIC Act of 1956 should also act in accordance with law. Neither the respondent corporation nor this Tribunal could go against the order of the full bench of the Hon'ble High Court.

The next contention of the petitioner is that converting the regular appointment as one of temporary appointment is a change in the condition of service of the employees and therefore a notice under Sec. 9A of the I.D. Act, 1947 is mandatory and failure to give notice u/s 9A of the I.D. Act, will amount to an illegality. Change of condition of service from permanent to one under temporary category has been made in pursuance of orders of the Hon'ble High Court when contempt application was moved against the respondent for violating the order of Hon'ble High Court and to purge itself from the contempt the respondent has made the order. When the initial appointment itself which was made during the pendency of the injunction itself is irregular or illegal, effecting a change to rectify the mistake does not require a notice u/s 9A of the I.D. Act. Sec 9A of the I.D. Act will come into operation only in normal circumstances when a legal or regular appointment is made. When the very appointment itself is not legal, and when the respondent corporation is to Act in accordance with law, there is no question of violation of Sec.9A of the I.D. Act, 1947.

The learned counsel for the petitioners contended that the employees will be losing All India seniority if their period of 16 months service is not regularised. The learned counsel for the respondents submitted that there is no All India seniority for Class III and IV employees and it is only Zonal seniority for which they are already placed in the same zonal seniority since no other appointment was made in between.

In the result, the claim is dismissed as one devoid of any merits. Award passed. No costs.

Dated, this the 26th day of March 1999.

S. ASHOK KUMAR, Industrial Tribunal

Witness Examined :

For both side : NIL

DOCUMENTS MARKED

For Workman side :

- Ex W-1 27-11-79 : Circular regarding LIC recruitment of Class III and Class IV staff instructions, 79
- Ex W 2 20-1-87 : Circular regarding relaxation in favour of relatives for appointment in co- operation of employees who die while in service
- Ex W 3 6-10-87 : Circular regarding relaxation in favour of relatives for appointment in corporation of employees who die while in service
- Ex W 4 26-5-80 : Circular regarding relaxation, concessions and reservations in

favour of sportsman in recruitment of class III and IV staff

- Ex W 5 11-11-87 : Circular regarding relaxation in favour of relatives for appointment in corporation of employees who die while in service
- Ex W 6 11-11-87 : Consolidated list of employees
- Ex W 7 11-11-87 : Division list of employees and particulars of employment
- Ex W 8 10-2-93 : Dispute raised by the union
- Ex W 9 4-5-93 : Remarks filed by the Management
- Ex W 10 14-8-93 : Reply filed by the union
- Ex W 11 20-8-93 : Failure report
- Ex W 12 22-7-92 : Order in W.P. No 6590/92
- Ex W 13 17-10-94 : Order in WP No 295/93 filed by Chandra mouli
- Ex W 14 16-2-91 : Appointment order issued to Chandra mouli
- Ex W 15 18-4-91 : Order discharging the service of Chandramouli
- Ex W 16 19-4-91 : Order appointment Mr. Chandramouli in a Temp. capacity
- Ex W 17 17-8-92 : Order appointing Chandramouli in terms of the original appointment order
- Ex W 18 27-8-92 : Order issued to Chandramouli refusing to consider 16 months service for any benefit
- Ex W 19 21-12-92 : Order confirming the services of Chandramouli

For Management side :

- Ex M 1 11-3-90 : Notice from ALC (c-1) Chennai conciliation proceedings
- Ex M 2 7-12-90 : Order in W M P No. 24302/90 and 21621/90 in WP 15588/90
- Ex M 3 13-12-90 : Order in writ appeal 1251/90
- Ex M 4 26-4-91 : Affidavit of Mr. S Rajappa in W.P. No 15588/90
- Ex M 5 20-6-91 : Order in contempt application No 74/91
- Ex M 6 17-8-92 : Specimen letters of appointment
- Ex M 7 27-9-94 : Notice u/s 10 (1) (d) of the I D Act in I D 179/94
- Ex M 8 24-1-96 : Reply statement of the Respondent (LIC of India) Southern Zone, Chennai
- Ex M 9 — : LIC (Amendment) Act 1981

नई दिल्ली, 28 जून, 1999

का. आ. 2044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण-II, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 प्राप्त हुआ था।

[सं. एल-12013/98/98-आई. आर. (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2044.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-II, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 24-6-99.

[No. L-12013/98/98-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-II, AT
HYDERABAD.

PRESENT : SRI G. BHOOPATHI REDDY, B.A., LL.B.,
Chairman

Dated : 19th May, 1999

I.D. NO. 7 OF 1999

(CENTRAL)

Between :

The Secretary,

Andhra Bank Employees Federation,

C/o Andhra Bank,

Seetharam Puram,

Vijayawada,

Krishna District,

ANDHRA PRADESH

..... PETITIONER.

AND

The Assistant General Manager,

Andhra Bank Zonal Office,

Ongole, Prakasam District

ANDHRA PRADESH

..... RESPONDENT.

APPEARANCES : (1) For Petitioner none appeared.

(2) For Respondent none appeared.

* * *

AWARD

This is a reference made by the Central Government vide Order No. L. 12013/98/98-IR (B-II), Ministry of Labour dated 31-03-99 under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute in respect of matters specified in the Schedule annexed thereto as follows :

“Whether the action of the Management in transferring Shri D. Rosaiah, Clerk from Karamchedu branch of Andhra Bank, Ongole region is in violation of the terms of settlement dated 19-03-81? If so, to what relief the workman is entitled to?”

This dispute was received on 15-04-1999, registered as I.D. (Central) on 16-04-1999 and the notices were issued to both parties to appear before this Tribunal on 10-05-1999. On 10-05-1999 the case was adjourned to 19-05-1999.

Finally today i.e., on 19-05-1999, the petitioner was absent. No representation. I.D. dismissed without costs.

Written by me and given under my hand and the seal of this Tribunal on this the 19th day of May, 1999.

G. BHOOPATHI REDDY, Chairman

APPENDIX OF EVIDENCE

No oral or documentary evidence has been adduced on either side.

नई दिल्ली, 28 जून, 1999

का. आ. 2045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 को प्राप्त हुआ था।

[सं. एल-12012/421/88-डी-II (ए)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2045.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 24-6-99.

[No. L-12012/421/88-D-II (A)]

C. GANGADHARAN, Desk Officer.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE****Dated 14th June, 1999****PRESENT : JUSTICE R. RAMAKRISHNA, PRESIDING
OFFICER****C.R. NO. 67/88****I PARTY**

Sri S. Venkataramaiah,
S/o Smt. Achamma,
No. 19, Anadanappa Block,
Mattadahalli,
Bangalore-560 032.

II PARTY

The Deputy General Manager,
Vijaya Bank,
H.O., No. 41/2,
M.G. Road, Trinity Circle,
Bangalore - 560 001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/421/88/D.II(A) dated 20-12-88 for adjudication on the following schedule:

SCHEDULE

"Is the management of Vijaya Bank justified in dismissing from service Sri S. Venkataramaiah, Sub-Staff w.e.f. 11-12-87? If not, to what relief the workman is entitled?"

2. The records of this dispute was found consigned to records after this Tribunal posted the dispute for passing an Award on 6-8-96. We are able to trace the record on 15-3-99. Thereafter, an order was made to issue notices to both parties. After service of notice, the I party workman appeared on 9-4-99. The II party Bank or their advocate did not appear though notice was served. The workman expressed his inability to bring his advocate. Since the case has reached a final stage to pass an Award, the case is adjourned to 3-6-99 and posted for Award.

3. I am unable to give any opinion to this unreasonable delay in passing an Award when the validity of domestic enquiry was decided on 12-10-92. But, it is evident, as disclosed in the order sheet that for want of stenographer, the cases are adjourned without making any progress. This tendency was in existence from the year 1990. We are proclaiming ourselves as Welfare State and everyday there is hue and cry both by the public and the persons who are in the helm of affairs to make this country 'Rama Rajya', we have utterly failed to give necessary infrastructure to almost all the Tribunals in this Country and everyday they are giving slogans of protecting the interest of the workmen in this country to live like any other citizen with atleast food for 2

times in a day.

4. This workman was appointed by the II Party Bank after necessary interview on 31-5-83. After completing probationary period of 6 months, he was confirmed to work as a peon.

5. On 4-11-86, the II Party issues a Chargesheet as per Ex M2. The allegations made in this Chargesheet are that on 7-3-86 Sri K. Nagaraja Rao clerk working in that branch complained that a sum of Rs. 5,500 kept inside the drawer of his table was found missing. Therefore, one Sri Henry Doss, Security Officer was directed to conduct an investigation and a complaint was also given to the police. On 8-3-86, at about 7.30 PM, Mr. Henry Doss along with another Officer visited his residence at Bangalore and during the course of investigation they found that the party was in possession of documents/title deeds evidencing purchase of house site wherein he has indicated his name as Sri Narasaraju. On a discrete local enquiry, it was revealed that the I Party is known as Narasaraju and not by Venkataramaih, as indicated by him at the time of his employment in the Bank. On a scrutiny of the documents produced by him at the time of his appointment, the management had reasons to believe that this workman joined the Bank on 13-5-83 impersonating himself as S. Venkataramaih and therefore he is guilty of committing :

"knowingly making a false statement in documents pertaining or in connection with your employment in the Bank constituted an act of gross mis-conduct within the meaning of Sub-clause (m) of Clause 19.5 of the Bi-Partite Settlement".

6. The I party denied the charges and contested the domestic enquiry. When the Enquiry Officer refused to give permission for engaging an advocate for his defence, the I party challenged the same before the High Court of Karnataka in W.P. No. 2439/87. A Learned single Judge allowed the W.P. and directed the Enquiry Officer to permit the Petitioner to engage a Counsel of his choice in the domestic enquiry.

7. In the domestic enquiry, the management examined 5 witnesses and 14 documents were marked as Management exhibits. The workman examined himself and produced 4 documents as defence exhibits. The Enquiry Officer gave his findings on 6-11-87 holding that the charge of gross mis-conduct is proved. Thereafter, the Disciplinary Authority accepts the findings and passes an order of dismissal from service. This order was upheld by the Appellate Authority.

8. This Tribunal having regard to the stand taken by this workman has framed a preliminary issue on 7-2-89 as follows :

"Whether the II Party proves that it has held the domestic enquiry in accordance with Law".

9. After recording the evidence of the Enquiry Officer and the workman on this point, this Tribunal gave a finding against the management. The management was permitted to

prove the mis-conduct by examining the witness independently before this Tribunal. Meanwhile, an application filed by this workman for interim relief was also allowed and the management was directed to pay 50% of the last pay drawn w.e.f. 12-2-93.

10. The record discloses that the II party management examined only one witness as MW2. Since this Tribunal posted this dispute for passing an Award, the legal presumption is that the II party had no further evidence except MW2.

11. The workman has contended in his claim statement that the report of the Enquiry Officer is a perverse Order, as the Enquiry Officer proceeded to decide the matter by surmises and conjectures. He has also alleged unfair labour practice and victimisation practised by the II party. On examination of the evidence of MW2 who was working as an officer during that relevant period confined to the facts of one Sri Nagaraja Rao having lost cash kept in the drawer of his table under lock and key. On suspicion, the Security Officer along with Nagappaiah, clerk, Nagaraja Rao and Somasekhar visits the house of the I Party. When they made enquiries, they are informed that there is no person of the name S. Venkataramaiah, but, one Sri Narasaraaju who is working in a Bank is living in the house pointed out by them to these persons. They go inside and search the house and thereafter this workman was given to the police. The police also searched and they have found an SSLC Marks card bearing the name of Narasaraaju, a sale deed in favour of Narasaraaju.

12. Since the validity of domestic enquiry is set aside, the management is expected to prove the mis-conduct of his workman independently. If they fail to prove the mis-conduct, the conclusion is that there was no domestic enquiry and consequently there cannot be any order of dismissal which is nullity under Law. On the basis of evidence of MW2 this Tribunal cannot give a finding against the workman. This witness is not an Eye witness but, participated in this mis-adventure and therefore this evidence cannot be taken for any purpose. There is also no corroboration to this evidence either oral or documentary.

13. Secondly, the report of the Enquiry Officer is legally not admissible and therefore there is no question of examining the same as perverse order. The whole order will not survive and the same cannot help the case of the management.

14. It is also brought to the notice of this Tribunal that this workman was acquitted on a charge of theft framed against him in C. C. No. 767/86 on the file of the V Metropolitan Magistrate, B'lore. However, the money found in his possession was ordered to be paid in favour of K Nagaraja Rao. The workman challenged the order on return

of the cash in favour of Nagaraja Rao in a Criminal Appeal No. 78/88 before the Session Judge, Bangalore. The learned Judge vide an order dt. 20-6-90 allowed the appeal and ordered the return of money to this workman.

15. Having regard to these facts and circumstances and also due to the fact the II party failed to prove the mis-conduct independently before this Tribunal the following order is inevitable.

ORDER

The reference is allowed. The order of dismissal is set aside. The II party is directed to reinstate the workman to the post he was holding at the time of his dismissal. The I party is entitled for continuity of service and consequent seniority. His wage scale shall be fixed as if he has continued in service. He is also entitled for full backwages. If the II party has paid interim relief as directed by this court the same shall be adjusted in the money payable to this workman consequent to this order.

(Dictated to the stenographer, transcribed by her, corrected & signed by me on the 14th day of June, 1999).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 जून, 1999

का. आ. 2046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 को प्राप्त हुआ था।

[सं. एल-12012/336/92-आई. आर. (बी-II)]

सी. गंगाधरण, डेस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 24-6-99.

[No. L-12012/336/92-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
BANGALORE.

DATED : 8-6-1999

PRESENT : JUSTICE R. RAMAKRISHNA PRESIDING
OFFICER

C.R.NO. 5/93

I PARTY

The General Secretary
Vijaya Bank Employees Asstn
No. 67, 2nd floor,
Shantinagar
Bangalore-560 027.

II PARTY

The Chairman and
Managing Director
Vijaya Bank, H.O.
Trinity Circle,
M.G. Road, Bangalore

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of the sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/336/92-IR (B.II) dated 19-1-1993 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Vijaya Bank in terminating of the services of Sri. Ramakrishna Shetty, a Clerk, Mudigere branch of the Bank is justifiable. If not, to what relief he is entitled?"

2. This dispute is espoused by the General Secretary, Vijaya Bank Employees Association, Bangalore. The concerned workman is one Ramakrishna Shetty. During January 1985 this workman was working as a Clerk in Mudigere Branch of second party Bank. On 15-2-1985 this workman came late to the Bank. When he was questioned by the then Branch Manager, it is alleged that this workman assaulted the Branch Manager by using abusive language. On the complaint made by the Branch Manager to the higher authorities a pre-enquiry was conducted and the workman was kept under suspension immediately. A police complaint was given against the workman at Mudigere police Station on 16-2-1985. The police after investigation have filed a charge sheet and later it was registered in CC 325 of 1985.

3. The Management have also issued a charge sheet dated 11-5-1985 as per Ex-M-1 (a). Since the reply of the workman to this charge sheet found unsatisfactory, the management have decided to conduct a Departmental Enquiry and appointed a Senior Manager as an Enquiry Officer as per Ex-M-1(c).

4. In view of the fact that the case against this workman before the Criminal Court was pending the domestic enquiry appears to have been stopped for the present. The Criminal case was decided on 28-5-1988, the workman was acquitted

of the charges levelled against him by the judgement dated 28-5-1988 by the learned JMFC Mudigere.

5. After conclusion of the criminal case the management proceeded to hold the domestic enquiry independently on the charges levelled against him under Ex-M-1(a).

6. The enquiry officer after giving due notice of enquiry has proceeded to hold the enquiry in accordance with law. Both management and the workman represented by the representatives. After doing some preliminaries the enquiry was continued. Management examined 11 witnesses in support of the charges, 22 documents marked as management exhibits. The workman examined 4 witnesses and two documents were marked as defence exhibits. The management representative and defence representative submitted their written brief. The enquiry officer gave his findings on 2nd February 1989. He gave his findings that both charge no. 1 and charge no. 2 is proved and therefore this workman committed a gross misconduct under Clause 19.5 (c) and (j) of Chapter XIX of the Bipartate Settlement 1966.

7. This findings was accepted by the Disciplinary authority and the representation made by the workman both oral and documentary were not accepted by the disciplinary authority. The Disciplinary authority passed an order as follows :

"The services of Sri. B. Ramakrishna Shetty, Code No. 8713, Clerk (under suspension) Mudigere Branch are hereby terminated with 3 months pay and allowances in lieu of notice with immediate effect."

The appeal filed by the workman to the appellate authorities against this order came to be dismissed.

8. This tribunal has framed a preliminary issue to give a findings on the validity of domestic enquiry. After recording the evidence of the enquiry officer and this workman this tribunal gave a finding on this issue in favour of the management. Therefore the question that required to be decided with regard to merits of this case is on the question of perversity, victimisation and unfair labour practise.

9. The learned Advocate for the first party, in his oral arguments and also by the strength of a written document has contended that the report of the enquiry officer is perverse in view of the fact that out of the 11 witnesses examined by management in the domestic enquiry only three witnesses supported the accusation made in the charge sheet and further this workman was acquitted by the Learned Munsif and JMFC, Mudigere in CC No. 325/85, therefore the order of the enquiry officer has to be treated as a perverse order.

10. Indeed it is a fact that on an identical charge framed against the first party in the criminal case came to be negated and he was acquitted under section 248(1) of the criminal procedural court.

11. The law is well settled that to give a conviction the prosecution to prove the guilt of an accused beyond reasonable

doubt. If any doubt occurs the benefit will be given in favour of the accused. In a departmental enquiry the allegation of charge is required to be proved not only by direct evidence and also by preponderous of circumstances. If the evidence placed before the enquiry officer is believable and corroborated on material facts either by direct evidence or by circumstances, there is no impediment for an enquiry officer to reach a conclusion of proving a misconduct against the workman. If the witness who have been examined to corroborate the evidence of the complainant, gives a go by giving all-together different evidence, there is no impediment for the investigation officer to appreciate the evidence of a solitary witness, such as complainant, to come to a conclusion of proving a fact in the domestic enquiry. To arrive at such conclusion it is necessary that the allegation interestedness or a motive to implicate the person should be absent.

12. In this case the allegation made against the workman is assaulting the manager when he questioned the conduct of the first party in coming late to the Bank.

13. However it is tried to be made out that this workman has visited a doctor at about 9.30 a.m. to take medicines for his asthma and there after he has not attended the bank at all. Fact of his taking the treatment was spoken by the doctors but he has not proved the fact that he has not attended the bank on that day. The Bank manager who is the victim of assault informed the head office and on their instructions gave a police complaint on the next day and also he has subjected for medical treatment. Therefore the findings of a criminal court of an identical situation will not take away the right of the enquiry officer to give a finding contrary to the conclusion reached in the criminal case. There is no impediment for an enquiry officer to appreciate the reasoning adopted in the judgement of a criminal court but however the enquiry officer has got his own right to reach a conclusion on the materials placed in the enquiry. Therefore this benefit is not available to the first party.

14. The first party is also not placed any material that he has been victimised to prevent his continuation in the Bank. The term victimisation is a serious allegation and the said allegation to be proved with proper materials.

15. The contention of the first party that some of the witnesses have supported the case of the management and some of the witnesses have not supported the incident is of no help to prove the fact of the victimisation, hence it was not accepted by the enquiry officer. It is not out of place to mention that in such circumstances a sympathetic feeling may creep in the minds of workmen to uphold him from his criminal adventure.

16. The initiation of disciplinary proceedings and initiation of a criminal case is all-together have different objectives. Therefore if the case ended in an order of acquittal in the criminal case, there is no impediment for the enquiry officer to reach a different conclusion on appreciation of evidence placed before him. These are all matters of

appreciation of evidence but it should be within the frame work of evidence act. This position of law has been stated in Narayanakutty Vs. State of Kerala 1997 (3) LLN 635, Antony Faria Vs. Secretary Council for the India School 1996 LLR 733 Delhi High Court.

17. The learned Advocate for the second party Smt. Sarvamangala has submitted that the misconduct committed by this workman is grave and therefore he is not entitled for the sympathy of this tribunal found on the facts or by application of Section 11A. The conduct of this party is creating fear in the minds of the officers and co-workmen.

18. The settled law on this aspect of the matter is uniform and the indulgence of the tribunals and the courts in this regard is deprecated.

19. In M. C. Gupta Vs. Labour Court, Meerut 1997 LLR Page 389 Allahabad High Court, 1998 (1) LLJ Page 1016 abusing, threatening and beating the personnel officer by a workman was considered to be a good ground to dismiss him from service.

20. In Hindustan Petroleum Corporation Ltd. Vs. Y. S. Choudri and another 1997 LLR 580 Bombay High Court interfered to a linient view taken by the tribunal on a minor misconduct was set aside by the High Court and the dismissal order in the domestic enquiry was upheld.

21. The facts and circumstances discloses that this workman was guilty of misconduct coming under Clause 19.5 (i) of Bipartite Settlement. Since the allegation of misconduct was proved, the second party by taking into consideration the larger interest of the Bank and its officials has passed an order of termination by paying three months pay and allowances in lieu of a notice. No stigma is attached to this order.

In view of these facts and circumstances the action of the second party in terminating the services of the workman Shri Ramakrishna Shetty was justified.

The reference is answered accordingly.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 8-6-1999).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 28 जून, 1999

का.आ. 2047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 को प्राप्त हुआ था ।

[सं. एल-12012/212/96-आई.आर. (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2047.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 24-6-99.

[No. L-12012/212/96-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 31 of 1997

Parties : Employees in relation to the management of
Dena Bank

AND

Their workmen

Present : Mr. Justice A.K. Chakravarty Presiding Officer

Appearance :

On behalf of Mr. R.N. Mazumdar, Advocate with
Management Mr. S. Roy, Advocate.

On behalf of Mr. B.B. Sarkar, Advocate with
Workmen Mr. S. Sarkar, Advocate

State : West Bengal

AWARD

By order No. L-12012/212/96/IR (B-II) dated 24/28-7-1997 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Dena Bank in not giving ‘A’ Category paying cashier allowance to Sh. T.K. Mazumdar is legal and justified? If not, to what relief the said workman is entitled?”

2. Dena Bank Employees' Association (in short the union) has raised this industrial dispute in respect of the concerned workman for refusal of the management of the Dena Bank to grant him 'A' Category Paying Cashier allowance.

3. Union's case, in short, is that Assistant General Manager of the Dena Bank, Regional Office, Calcutta issued a circular dated 25-1-1990 enclosing therewith a seniority list prepared in respect of posting of workmen to various posts carrying special allowance other than Special

Assistant, Stenographer and Agriculture Assistant. The name of the concerned workman appeared at Serial No. 30 of that centerwise seniority list showing his date of joining as 17-5-73. Thereafter it was found that the workman/workmen who were junior to the concerned workmen were posted the fill-up the vacancies of Paying Cashiers in some branches in Calcutta. He accordingly submitted representation before the management expressing his grievances for such appointment. The management having refused to take any remedial measure, he made verbal and written representations, but no action was taken on such representations. It is alleged that the management of the Bank having resorted to such action indulged in unfair labour practice and such action on the part of the management goes against the principle of natural justice and administrative justice. The union accordingly raised the dispute before the conciliation officer on behalf of the concerned workman and all efforts of conciliation having failed, the matter was referred to this Tribunal for adjudication. The union has alleged that the workman was unjustly deprived of his special allowance of Head Cashier Category 'A' from 15-4-1991 on which date his junior was posted to the same post. The union has accordingly prayed for direction upon the management for giving posting to the concerned workman as Head Cashier Category 'A' with back wages and for compensation for withholding such posting.

4. The management of Dena Bank has filed a written statement alleging, *inter alia*, that special allowance are intended to compensate the workman for performing or discharging certain additional duties and functions requiring greater skill and responsibility over and above the routine duties and functions of the workman in the said cadre. Special allowance attached to the post of Paying Cashier (Head Cashier Category 'A') is to be offered to the Seniormost Clerk/Cashier-cum-Clerk in a center. Such seniority is to be reckoned on the basis of the number of days a Clerk/Cashier-cum-Clerk worked in the Cash Department provided that such person has not refused to work as Receiving Cashier/Paying Cashier and has not voluntarily gone out of the Cash Dept. Because of the administrative constraints to prepare a seniority list strictly based on the number of days of work in the Cash Dept. a seniority list of Cashier-cum-Clerk for being considered for the special allowance attached to the post of Head Cashier Category 'A' was prepared on the basis of the date of joining in the service of the Bank. The relevant circular in this matter is dated 25-1-1990 and it was circulated in the different branches of the Bank. The management thereafter started receiving objection against the said circular from the majority union and prepared a provisional list of seniority as per circular dated 10 December, 1990 inviting objections against the same. After consideration of the objections received from different quarters and also from majority union, the management prepared another seniority list as per circular dated 30-8-1991. It was stated in that circular that any objection against the same was invited, but the concerned workman

did not raise any objection, nor expressed his disagreement with the said seniority list. It is alleged that the said seniority list prepared in 1991 is to be followed till the same is exhausted. Management has further alleged that the concerned workman after more than a year of the publication of the seniority list had offered himself for the first time for appointment to the post of paying Cashier. Since the name of the concerned workman had not appeared in the seniority list of Cashier, he was not offered special allowance carrying post of Head Cashier Category 'A' at branches of the Calcutta centre. By his letter dated 12 September, 1995 the workman requested the Bank to include his name in the seniority list of cashiers. It is alleged that the concerned workman having not raised his grievance against the seniority list in time, he has lost his chance to raise his protest in the matter. It is also alleged that the name of the workman cannot be included in the seniority list as that would place the management in a difficult position. Management has accordingly prayed that the list of cashier as prepared in August 1991 be allowed to remain intact and the name of the workman should not be included in that list before that list is exhausted. Management has denied that in publication of the aforesaid circulars it violated the principles of natural justice or has indulged in unfair labour practice. Management accordingly prayed for dismissal of the case of the union.

5. The union has filed a rejoinder alleging, *inter alia* that the list published on 30-8-1991 was prepared and no care was taken in preparing the same. It was done in violation of the settlement arrived between the union and the management. Rest of the allegations are merely repetition of the union's case in its written statement.

6. Both the parties produced certain documents and while two witnesses were examined by the union, management examined only one witness.

7. Heard Mr. B.B. Sarkar, learned Advocate appearing on behalf of the union and Mr. R.N. Mazumdar, learned Advocate on behalf of the management.

8. Admittedly the workman joined the service of the Bank on 17-5-1973 and since then he is working as a Clerk there. His grievance is that his juniors in service are receiving special allowance as 'A' Category Paying Cashier and thus his seniority has been ignored and the management has not taken any remedial measure to remove his grievances inspite of the representations made by him in this matter.

9. The sheet-anchor of the workman's case is the seniority list published by the Bank on 25-1-1990. It is a centrewise seniority list in respect of posting of workmen staff to various posts carrying special allowance other than special Assistant, Stenographer and Agricultural Assistant vide Ext. W-2. It will appear from the seniority list that the name of the concerned workman appears at Serial No. 30. Though it is not alleged in the written statement of the union,

still then, it appears from the evidence of WW-1 that the management considered seniority for promotion upto Serial No. 29 of the list and ceases to follow the list in respect of promotion thereafter. It will further appear from his evidence that excepting the employees named in Serial Nos. 69, 91, 93 and 97, no other employee after Serial No. 29 of the Ext. W-2 got any special allowance carrying post. WW-2 the concerned workman also in his evidence stated that as per settlement special allowance is payable only to the persons performing additional duties or discharging functions requiring greater skill over and above their normal duties. In respect of his claim the concerned workman was candid enough to admit that it is based solely on the circular of the Bank dated 25-1-1990, Ext. W-2.

10. The moot point for consideration in this case accordingly will be whether the seniority list published and circulated by the Bank on 25-1-1990 has any application in respect of appointment of 'A' Category Paying Cashier. Nothing appears from the circular itself that it has any application in respect of appointment of Head Cashier/Paying Cashier. It is a general circular to be followed in respect of appointment to various posts carrying special allowance. The circular itself has excluded Special Assistant, Stenographer and Agricultural Assistant from its ambit. Though it has not specifically excluded Head Cashier/Paying Cashier from its operation, it is clear from the terms of the bipartite settlement dated 12-6-1985 between the parties that special procedures were prescribed for appointment to the post of Head Cashier/Paying Cashier vide Item No. II (i) of the settlement Ext. W-1. For appointment to the post of Head Cashier/Paying Cashier the prescribed procedure there is "A Clerk Cashier-cum-Clerk who has worked for the maximum number of days in the Cash Dept. will be considered to be senior irrespective of whether the concerned Clerk/Cashier-cum-Clerk is posted in the Cash Department, or not at the time when the vacancies arise, provided he has not refused to work as Receiving Cashier/Paying Cashier and has not voluntarily gone out of the Cash Department." The parties being bound by the terms of this settlement under section 18(1) of the Industrial Disputes Act, 1947, the general circular in respect of filling up of posts carrying special allowance cannot be applicable in respect of appointment to the post of Head Cashier/Paying Cashier. Shri Bikash Saha the Branch Manager of the Sealdah Branch and deposing here as MW-1 clarified the above position in his evidence. He stated that the post of Category 'A' Paying Cashier is offered to the seniormost Cashier-cum-Clerk of the respective centre in respect of number of days work in the Cash Dept. provided he had not refused to work as receiving or paying cashier and have not volunteered to go out of the Cash Dept.

11. The reliance of the workman upon Ext. W-1 as the sole basis of his claim having been found to have no foundation at all, as stated above by me, it is necessary to see how far the union has succeeded in proving the eligibility of the concerned workman for appointment to the

said post in terms of the settlement Ext. W-1. The union has not made out any case in the written statement that the concerned workman has worked in the Cash Department for a maximum period, nor is there any evidence that he is senior most amongst the Clerks/Cashier-cum-Clerks working in the Cash Department. Neither the union nor the workman approached the question from the above view point.

12. It appears that the management subsequently published and circulated two circulars dated 10-12-90 and 30-8-91 in respect of the seniority list of the Cashiers vide Ext. M-1 and Ext. M-2. From the seniority list of Cashier dated 10-12-1990 it will appear that it was merely a provisional list giving opportunity to the employees for raising objections in the matter. The final seniority list was thereafter published and circulated on 30-8-1991 after taking into account all objections of the employees in the matter. Admittedly, the concerned workman did not raise objection in respect of the provisional seniority list of the Cashiers. Though both the witnesses on behalf of the union denied that the circulars were not displayed in the notice board of the Bank, the witness of the management, however, contradicted their statement by deposing about their display in the notice board. There is no reason to disbelieve management's witness in this matter as circulars are issued for information and not for suppression of the matters stated therein. Judged from this view point also the workman having not made any objection in respect of the provisional seniority list, he must be deemed to have waived his right, had there been any at all, to challenge the final seniority list dated 30-8-1991.

13. So, upon consideration of the evidence on record along with the facts and circumstances of this case and the position of law in the matter, I am to hold that the union has hopelessly failed to prove its case of entitlement of the concerned workman to receive special allowance of 'A' category Paying Cashier. The Action of the management in denying such allowance to him cannot be said to be unjustified. The workman accordingly shall not be entitled to any relief.

This is my Award.

A.K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta, the 14th June, 1999.

नई दिल्ली, 28 जून, 1999

का.आ. 2048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संसद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 को प्राप्त हुआ था।

[सं. एल-12012/66/94-आई.आर. (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central government on 24-6-99.

[No. L-12012/66/94-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMILNADU, CHENNAI

Monday, the 18th day of January 1999

Present :

THIRU S. ASHOK KUMAR, M.Sc., B.L.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 156 OF 1994

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I. D. Act, 1947 between the workman and the management of Bank of Baroda, Coimbatore)*

Between :

The workman represented by

The General Secretary,
Bank of Baroda Employees' Union,
C/o. Bank of Baroda,
82, Bank Road, Coimbatore-641 018.

and

The General Manager,
Bank of Baroda,
Regd. office, Coimbatore-641 018.

Reference : Order No. L-12012/66/94-IR (B.II), Ministry of Labour, dated 31-5-94/13-6-94, Govt. of India, New Delhi.

This dispute coming on for final meaning on Monday, the 23rd day of November 1998, upon perusing the reference, claim counter statements and all other material papers on record, upon hearing the arguments of M/s. Aiyar & Dolia, Advocate appearing for the petitioner union and of Thiru S. Jayaraman, Advocate appearing for the respondent management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the management of Bank

of Baroda Coimbatore in imposing the punishment of stoppage of three increments with cumulative effect on Shri G. Janarthanan, Shroff-cum-Clerk w.e.f. 11-2-88 is justified? If not, what relief is the said workman entitled to?"

2. The main averments found in the claim statement filed by the petitioner-union are as follows :

The claimant union is a registered union for members of award staff of the respondent bank attached to Offices/branches in Coimbatore, Periyar, Nilgiri, Trichy, Madurai, Ponmuthuramalingam, Nellaikattabomman and VOC Districts. Shri G. Janarthanan, the workman concerned in this dispute is an employee of the respondent bank at its Tatabad branch (Coimbatore branch) as Shroff-cum-Clerk. Availing leave fare concession the workman undertook a trip to Claicut, Cunnur, Kollur, Dharmasthala, Mysore, Bangalore, Tirupathi, Pondicherry and back to Coimbatore during the period from 12-4-87 to 17-4-87, and claimed Rs. 3,321 as reimbursement towards leave fare concession for the block of 4 years from 1-1-83 to 31-3-87. This bill was passed for Rs. 2,256 by the respondent as usual subject to post sanction scrutiny. The workman was as usual asked to produce documentary evidence like hotel bills, tourist spot receipts, car parking receipts, and trip sheets for travel undertaken by him. Since workman was not in possession of these documents for travel undertaken by him by taxi, he was not able to produce evidence as called for. Hence after advising the workman that the reimbursement of LFC trip and encashment of leave made would be recovered from his salary for the month of August 1987, since the claim has not been established to the specification of the respondent, the respondent started deducting Rs. 1000/- per month from the salary of August payable to him. The workman was also asked by the respondent on 28-9-87 to submit his written explanation as to why the said trip should not be treated as not having undertaken and take necessary action as deemed fit. Since the workman could not produce the documentary evidence as called for, he had not alternative than to state that the said trip could be treated as not having been undertaken and requested the respondent to treat his case under Clause 19 (xii)(e) under Bipartite Settlement 1966. The workman further stated that he did not require any hearing about the nature of punishment likely to be imposed on him because by that time, he was convinced he would not be in a position to produce the proof of travel by taxi. Thereafter by an order dt. 11-2-88 the respondent imposed the following punishment on the workman allegedly as laid down in clause 19(6)(d) of the Bipartite Settlement, 1966.

"Stoppage of three annual increments which will have the cumulative effect of postponing all his future increments." The workman preferred an appeal on 25-3-89 and pleaded the Appellate Authority to impose on him a lesser punish-

ment as stoppage of 3 increments with cumulative effect is too harsh and disproportionate to the allegation. The Appellate authority dismissed the appeal and confirmed the punishment. Chapter 19 of the Bipartite Settlement lays down the procedure for taking disciplinary action against the staff of the respondent bank. Chapter 19 of the aforesaid Bipartite Settlement dt. 19-10-66, para 12 of this Chapter deals with the procedure to be adopted for a disciplinary action proposed or likely to be taken against an employee. Para 12(e) of this Chapter 19.12 (e) deals with the situation when an enquiry need not be held, laying down certain conditions therefor 19.12(e) reads as under :

19.12(e) : an enquiry need not be held if,

- (i) the misconduct is such that even if proved, the Bank does not intend to award the punishment of discharge or dismissal; and
- (ii) the Bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct; and
- (iii) the employee makes a voluntary admission of his guilt in his reply to the aforesaid show cause notice.

However, if the employee concerned requests a hearing regarding the nature of punishment, such a hearing shall be given. This paragraph has been wrongly invoked by the respondent for imposing on the workman the aforesaid punishment. Para 19.12(e) has been subsequently amended by another Bipartite Settlement between the I.B.A and the NCBE dt. 31-10-69 which binds both the claimant union and its members in the one hand and respondent bank of other. Therefore, para 19.12(e) as amended reader as under :

19.12(e) : An enquiry need not be held if,

- (i) the bank has issued a show cause notice to the employees advising him of the misconduct and the punishment for which he may be liable for such misconduct.
- (ii) the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause notice; and
- (iii) the misconduct is such that even if proved the Bank does not intend to award the punishment of discharge or dismissal.

However, if the employee concerned requests a hearing regarding the nature of punishment such a hearing shall be given.

The amendment provisions were not applied is apart, even the provisions of para 19.12(e) as it stood originally also were not complied with thus violating the settlement. Conditions laid down in Para 19.12 as amended upto date are as under :—

- (a) Charge-sheet is to be issued setting forth clearly the circumstances appearing against the workman.
- (b) Sufficient time should be given to him to enable to him to prepare and give his explanation.
- (c) Enquiry need not be held.
- (d) If the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct.
- (ii) if the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause.
- (iii) if the misconduct is such that even if proved the Bank does not intend to award the punishment of discharge or dismissal.

(if the employee requests for a hearing regarding the nature of punishment such a hearing should be given).

The respondent bank has not followed any of these mandatory procedure laid down in the Bipartite Settlement and hence their action is both illegal and unsustainable. They should have issued him with a charge sheet and asked for his reply and then issued show cause advising him the misconduct and the punishment for which he was liable for such misconduct. Then only the question of admitting his guilt voluntarily or otherwise would arise. The question of post sanction scrutiny has nothing to do with the workmen of the respondent bank. When LFC bills are presented for sanction to an appropriate authority and after such bills are sanctioned by such appropriate authority, it should be presumed that sanction has been accorded after proper and due scrutiny and satisfaction of competent authority. The workman was not put on notice that he ought to keep details and concerned even after sanction. The workman was misguided into the belief by the rival union operating in the region that in the event of submitting himself as per 19.12(e) of the settlement he would not be visited with any punitive results, for the workman by that time realised that he would not be in a position to produce proof of his travel as required by the management under what is called post sanction scrutiny. The workman had never stated to the respondent that he did not undertake the travel but he did not and could not produce documents/papers as required by the respondent. It was only in this respect he expressed his regret and volunteered to submit himself to disciplinary proceedings under para 19.12(e) of the Bipartite Settlement. The workman also orally informed the respondent that he could not produce the bills pertaining to his hotel stay, car parking receipts, petrol bills

and taxi trip sheets. The punishment imposed on him by the Disciplinary authority is so harsh as to cumulatively deny the workman three increments and thus put him to an ultimate loss in wages to the extent of Rs. 1,00,000/- in his service. The punishment imposed on the workman is illegal and not provided under Para 19(6)(d) provided in the settlement which reads thus :

“his next increment stopped”

But the punishment awarded to the workman is stoppage of 3 increments which will have cumulative effect of postponing all his future increments. This aforesaid punishment is not provided in Para 19(6)(d) of the Bipartite Settlement. Hence punishment imposed on the workman is liable to be quashed on this ground. What is provided for in 19(6)(d) of the Settlement is stoppage of increment and not increments. In other words, it is stoppage of an increment for an year and later on it should be restored. This para 19.6(d) deserves to be read in conjunction with para 19.8(c) where the stoppage of an increment is for a period of not less than 6 months. Language of both the punishments is one and the same and therefore when the expression “have his increment stopped” means “have his increment stopped for an year i.e. for 12 months”. Both the orders of the disciplinary authority and Appellate Authority are without application of mind and non-speaking orders. The action of the respondent in imposing this kind of punishment is nothing but victimising him. Even the conciliation officer was convinced that the punishment inflicted on the workman is too severe to be countenanced and therefore suggested an appeal to be submitted to the respondent by the workman for reduction of punishment and respondent should consider such as appeal. But the appeal submitted by the workman was rejected without applying his mind. The petitioner prays to quash ‘the order of the disciplinary authority dt. 11-2-88 and that of the Appellate Authority dt. 25-4-88 and direct respondent to restore 3 increments with retrospective effect.’

3. *The main averments found in the counter statements filed by the respondent are as follows :*

The petitioner herein namely, Shri G. Janardhanan, Shroff-cum-clerk was working in the Tetabad branch, Coimbatore. He availed leave fare concession during 12-4-87 to 17-4-87. He submitted his claim for Rs. 3,321 as per the provisions of the Award and Bipartite Settlement. In the respondent bank, the Branch Managers are empowered to pass the bills/claims pertaining to leave fare concessions and for the purpose of administration and control, the Branch Managers are the immediate authority. Such claims are subsequently to be sent to Regional Office for post sanction scrutiny. The above claim was made by him for the reimbursement of alleged expenses for Leave fare concession declared to have been undertaken by him, engaging a Taxi to Dharamsthala, as mentioned in his application dt. 7-5-1987, covering various places viz., Calicut, Cunnalore,

Dharamasthala, Mysore, Bangalore, Tirupathy, Pondicherry mentioned in this taxi bill. The Branch Managers applying the declaration of the employee reimbursed the sum of Rs. 3,351 based on the Taxi receipt produced by him. Thereafter scrutiny was undertaken after the sanction was made of the L.F.C. claim of Mr. Janardhanan. It was observed on scrutiny that the said workman had not produced any evidence in support of his visit the places declared to have been visited by him. Therefore, he was advised to produce the supporting evidence, such as trip sheet, petrol bill, Hotel bill, Tourist spot bill, car parking receipt etc. within 3 months. As the claim was not established to the satisfaction of the bank, the amount reimbursed was disallowed and ordered to be recovered alongwith the encashment of privilege leave. Explanation was called for from the workman in this regard by communication dt. 19-5-87, and also the workman was asked to furnish LFC/LTC block, encashment block, receipts and bills in respect of certain places and other details. The workman did not establish his claim to the satisfaction of the bank with regard to the amount. Therefore, reimbursement amount was disallowed and ordered to be recovered alongwith encashment of privilege leave. When the workman was permitted to submit explanation, he requested to treat his case under Clause 19.12(e) of the Bipartite Settlement. In view of the fact that the employee sought to invoke provisions of Clause 19.12(e) of the Bipartite Settlement, the order imposing the punishment of stoppage of 3 increments was passed. The appeal preferred by the workman was also dismissed by an order dt. 25-4-88. The employee had been punished by stoppage of 3 increments for admitted misconduct in accordance with Bipartite Settlement. The employee raised industrial dispute before the Asstt. Commissioner of Labour after lapse of more than 3 years and thus the dispute itself is belated in nature and is liable to be rejected even on this ground. The petitioner has now invented a new reason with a view to cover up his voluntary admission at the earlier point of time. It is not open to the petitioner to come forward with a new reason established after admission on his own that such a misconduct has taken place. It is only in pursuance of his admission, the bank has invoked Clause 16(12)(e) of the Bipartite Settlement and ordered cut of 3 increments postponing his future increments. The workman had not come forward with any fresh materials like hotel receipts atleast with Appellate Authority and thereafter the Appellate Authority confirmed the punishment. The petitioner contention that the bank had not complied amended provision of Para 19.12(e) is totally without any substance or merit. Clauses 2 and (b) of para 19.12 deals with issuance of charge sheet, setting forth the circumstances appearing against the workman, and giving sufficient time to enable him to prepare explanation. But in the present case, when a communication was sent to him narrating the charges, levelled against him, the petitioner straight away admitted his guilt. Therefore, the petitioner's contention that the management has not communicated the petitioner is totally bereft of any merit, whatsoever. The further con-

tention of the petitioner that the management should have issued a show cause notice advising him about the misconduct and the punishment for which he is liable and then only the question of admitting voluntarily his guilt or otherwise would arise is devoid of any merit. It is open to the bank to have a post sanction scrutiny by directing the workman to produce necessary bills and receipts with a view to ascertain whether the claim made by the workman is justified or proper. The claim made by an individual could be found out as to whether it is true or false, proper or improper only after a scrutiny is made after the sanction made by the bank. The genuineness or otherwise of the claim could be ascertained only after the post sanction scrutiny. Hence procedure adopted by the bank is in order and there is no violation of any of the rules or Bipartite Settlement or award covering the terms of settlement of the employees' of the respondent. The petitioner's contention that the workman was misguided by the rival union and therefore he admitted himself to Clause 19.12(e) is totally without any basis and therefore, the respondent does not admit the same. The allegation that the punishment award to the workman was harsh and severe and hence it results in loss of wages to the extent of Rs. 1 lakh in his service is without any substance. Management had taken lenient attitude in awarding lesser punishment for act of misconduct committed by the workman, and had thought it fit to impose the punishment of stoppage 3 increments with cumulative effect. The petitioner's contention that the stoppage of 3 increment is not specifically contemplated in 19.5(d) and therefore punishment is liable to be set aside is not correct. Para 19.5(d) clearly enable and empowers the respondent management to have employees' increments stopped for the misconduct committed by them. It is therefore open to the management to award any punishment of stoppage of increment. The same has been done in this case. The disciplinary authority and Appellate Authority had applied their mind and passed the orders. The petitioner had committed an act of dishonesty by cheating the bank in the matter of reimbursement of LFC. This is a very serious act of misconduct, and playing fraud on the bank. Therefore the bank had suffered loss and ready to proceed against him especially such a misconduct had been admitted by him and the same could not go unpunished. The petitioner's contention that the bank should have conducted an enquiry is untenable. The contention of the petitioner that even the Regional Labour Commissioner has thought that the punishment is severe in nature and therefore, suggested that petitioner must file an appeal is not correct. On the other hand, since there is a separate remedy provided for under rules, covering the employees of the bank, the conciliation Officer had directed the employee to get on those proceedings. There is no warrant to interfere with the punishment imposed on the workman who admitted his guilt, which is a serious misconduct. The respondent prays to dismiss the claim of the petitioner.

4. No witness was examined on behalf of both sides. Ex. W-1 to W-10 have been marked by consent.

5 The Point for consideration is whether the action of the management of the respondent bank in imposing punishment of stoppage of 3 increments with cumulative effect on Sri G. Janardhanan w.e.f. 11-2-88 is justified. If not, what relief the said workman is entitled to.

6. **The Point :** The workman Th. G. Janardhanan is an employee of the respondent bank at its Tatabad branch (Coimbatore) as Shroff-cum-Clerk. Availing LFC he undertook a trip to Calicut, Cannanore, Dharamsthala, Mysore, Bangalore, Tirupathi and Pondicherry and back to Coimbatore during the period from 12-4-87 to 17-4-87 and claimed Rs. 3,321 towards LFC for the block of 4 years from 1-1-83 to 31-12-86. The bill was passed for Rs. 2,256 subject to post sanction scrutiny. The workman was also allowed encashment of his leave at the time of his proceeding on LFC. On 8-6-87, The respondent issued Ex. W-2 letter to the workman directing him to submit the hotel receipts, bills, receipts in places where he stopped, tourist spot entrance ticket receipts etc. petrol bills, at various places, copy of road permit and copy of the trip sheet of the taxi engaged by him to undertake the trips to various places. But the workman concerned did not produce the trip sheets as promised by him when he was orally advised during the June and July 1987 by the branch authorities. Therefore, on 31-8-87, the respondent issued Ex. W-3 letter to the workman mentioning that amount reimbursed by him would be recovered immediately from out of the salary payable for the month of August 1987 as the reported LFC undertaken by him has not been established to the satisfaction of the bank and also the recovery is without prejudice to the right of the bank to take disciplinary and other actions against him. On 28-9-87, the respondent issued Ex. W-4 memo calling for explanation for not producing the required bills, in spite of lapse of more than $2\frac{1}{2}$ months and also why the said trip should not be treated as not having undertaken. On 13-10-87, the concerned workman Thiru Janardhanan sent Ex. W-5 letter as follows :

I refer to your letter No. 13/673 dt. 28-9-87 calling for my written explanation regarding.

I voluntarily admit my charge made against me, express my regret, and assure you of my good behaviour in future. I request you to treat my case under Clause 19.12(e) of the Bipartite Settlement dated 19-10-66 and give me any punishment short of discharge or dismissal, which I am prepared to accept.

I do not require any hearing about the nature of punishment which the management may like to impose upon me.

I write this letter voluntarily to avail myself of the benefit under Clause 19.12.(2)(e) of the Bipartite Settlement.

I have not given any cause of this nature in the past and my record is otherwise clean. Therefore, I request that a lenient view may be taken and I may be awarded

minimum punishment."

Based on the voluntary admission as per Ex. W-5 letter on 11-2-86, the Disciplinary Authority passed an order that the action of the workman falls under Clause 19.5(j) of the Bipartite Settlement 1966 which is doing any act prejudicial to the interest of the bank and after finding him guilty on the voluntary admission of guilt about the false leave fare concession claim and after giving the workman hearing on 9-1-88, proposing a punishment of stoppage of 3 increments with cumulative effect postponing his future increments and during the personal hearings when the workman pleaded for stoppage of one increment, the Disciplinary Authority has considered and viewed the case in all aspects as the case of dishonesty, and in a financial institution like bank, these things cannot be viewed lightly and inflicted a punishment under Clause 19(6)(d) of the Bipartite Settlement, stoppage of 3 annual increments with cumulative effect which will postpone all his future increments. Against the said order, the workman preferred an appeal Ex. W-7 on 25-3-88, requesting the respondent to take lenient view and impose lesser punishment in view of his voluntary admission of guilt. In a detailed order dt. 25-4-88, Ex. W-8 the Appellate Authority rejected the appeal with the comment that the employees like workman are a potential source of danger for their colleagues, for emulating their attempts to cheat and defraud the bank. Thereafter, the petitioner raised a dispute before the Asst. Commissioner of Labour, Madras and the Minutes of conciliation meeting held on 19-11-92 is Ex. W-9. During the conciliation the management was requested to examine the proposal on humanitarian grounds and the unions was also requested to prefer an appeal so that the management could initiate action and have their final decision at the earliest. On 20-11-92, the workman once again preferred an appeal to review his case. The present contention of the petitioner are two fold. 1. According to Clause 19.2 of Chapter 19 of the Bipartite Settlement, the employee against whom disciplinary action are likely to be taken, should be given a charge sheet clearly setting forth the circumstances appearing against him and a date shall be fixed for enquiry. But in this case, no charge sheet was issued against the employee and the question of admitting his guilt voluntarily or otherwise would arise after a show cause notice advising him the misconduct and the punishment for which he is liable for such misconduct.

2. The punishment enumerated in Clause 19.6 is only stoppage of increment and not increments and therefore stoppage of three increments is not a punishment enumerated in the Bipartite Settlement. As regards the first contention, it could be seen that Ex. W-3 letter dt. 31-8-87 in ordering recovery of amount reimbursed by the workman towards reported leave fare concession trip, the management has put the workman on notice that recovery is without prejudice to the right of the bank to take disciplinary action and other actions against the workman as deemed fit. In Ex. W-4 letter dt. 28-9-87, once again the bank has sought for the

explanation of the workman within 7 days and if no reply is received as per the time schedule, it is mentioned that it will be presumed that the workman does not have any explanation to offer and bank would proceed as deemed fit. While replying to the above said letter in his Ex. W-5 letter, the concerned workman has voluntarily admitted the charges made against him and expressed his regret and has requested the bank to treat his case under clause 19.12 (e) of the Bipartite Settlement and has also stated that it does not require any hearing about the nature of punishment which the management may like to pass, upon him. By Ex. W-5 letter the concerned workman has not only admitted the 'charge', made against him but has also voluntarily submitted himself for any punishment short of discharge or dismissal which he was prepared to accept and thus he has volunteered to avail himself all the benefits under Clause 19.12(e) of the Bipartite Settlement. Only in pursuance of such voluntary admission of the guilt and submission for action under clause 19.12(e) the punishment was imposed on the workman. It is futile on the part of the concerned workman, now to raise a point that he was not issued with a charge sheet. Even when the explanation was called for from him, the workman has considered Ex. W-4 letter as a charge sheet and has volunteered to admit the guilt. He has also enjoyed the benefit of treatment under clause 19.12(e). Therefore, now he is estopped from claiming that the respondent has not followed the clause 19.12(e) in letter and spirit. In 1995 II LLJ p. 492, *K. VENKATESWARALU Vs. NAGARJUNA GRAMEENA BANK & ANR*, the Hon'ble High Court of Andhra Pradesh has held as follows :

"In disciplinary proceedings, if the delinquent admits the charge or makes an unconditional and unqualified admission, there is nothing to be done by way of departmental enquiry and it cannot be argued that the procedure of departmental enquiry should have been applied not withstanding such confession or admission. When admission made by the delinquent shows that he had committed the misconduct then the question of violation of principles of natural justice cannot have any relevance. Once an opportunity is given to the employee to show cause, the employer is exonerated of his duty of giving a reasonable opportunity to the delinquent, if the latter does not avail of the opportunity of showing cause and throws himself at the mercy of the employer, or tenders unqualified apology, such a delinquent cannot subsequently complain that the punishment was imposed in violation of principles of natural justice. Departmental enquiry is not necessary in case of admission of misconduct by the employee. Even if any enquiry is made, despite admission punishment imposed cannot be set aside, on any defects in the conduct of the enquiry."

The decision of the above judgement clearly applied to the facts of this case also.

The further contention is that under Clause 19.6 of the Bipartite Settlement, the punishment that may be imposed on an employee found guilty of gross misconduct may;

- (a) be dismissed without notice; or
- (b) be warned or censured, or have an adverse remark entered against him; or
- (c) be fined; or
- (d) have his increment stopped; or
- (e) have his misconduct condoned and be merely discharged.

Therefore, according to the petitioner, the punishment of stopping of increment could be only once as found in Clause 19.8 where an employee found guilty of minor misconduct may be punished by stopping his increment for a period of not longer than six months. Clause 19.8 proposes various types of punishments to be inflicted on an employee who is found guilty of minor misconducts enumerated in Clause 19.7 of the Bipartite Settlement. Clause 19.6 is a provision consisting of various types of punishment for an employee who is found guilty of gross misconduct enumerated in Clause 19.5 of the Bipartite Settlement. An employee found guilty of gross misconduct cannot be punished with a lesser punishment meant for a minor misconduct as found in Clause 19.8. What the Bipartite Settlement means in clause 19.6 is that increment of an employee could be even stopped for years as suitable punishment for the gross misconduct committed by the employee. If an increment could be stopped for ever, the punishment of stopping of 3 increments with cumulative effect is a punishment which could be legally inflicted on the workman who has been found to have involved in a gross misconduct. Therefore, the contention of the petitioner that the punishment of stoppage of 3 annual increments with cumulative effect is not a punishment mentioned in Clause 19.6 of the Bipartite Settlement is not sustainable. In Ex. W-8 order of the Appellate Authority, dt. 25-4-88, the Appellate Authority has mentioned as follows :

"A mere voluntary admission on the part of the employee will not mitigate the offence committed and clear him of the dishonest intentions.

The plea of the Appellant that the punishment is grave and harsh is not tenable as what he had done would not amount to anything less than a fraud.

The Disciplinary authority after a careful consideration of the various circumstances had come to the conclusion that the gravity of the offence only warrants a deterrent punishment that of stoppage of 3 annual increments which will have the cumulative effect of postponing all his future increments.

I have given a careful consideration to the pleas of the appellant, I cannot persuade myself to take a

lenient view of the grave misconduct committed by the employee. Employees like Shri Janardhanan are a potential source of danger to their colleagues for emulating in their attempts to cheat and defraud the bank "

The appellate Authority has also considered the gravity of the offence, and proportionate nature of the punishment and has passed the appropriate order.

In the result, award passed dismissing the claim of the petitioner. No costs.

Dated, this the 18th day of January 1999.

S. ASHOK KUMAR, Industrial Tribunal.

WITNESSES EXAMINED

For both sides : None

DOCUMENTS MARKED

For Petitioner-workman :

- Ex. W-1/31-10-79 : Relevant extract from Bipartite settlement (xerox)
- Ex. W-2/8-6-87 : Letter from respondent to workman on LFC bill (xerox)
- Ex. W-3/31-8-87 : -do-
- Ex. W-4/28-9-87 : Letter from respondent to workman seeking explanation (xerox)
- Ex. W-5/13-10-87 : Workman's reply (xerox)
- Ex. W-6/11-12-88 : Penalty order of the workman to the respondent (xerox)
- Ex. W-7/25-3-88 : Workman's appeal (xerox)
- Ex. W-8/25-4-88 : Order of the Appellate Authority (xerox)
- Ex. W-9/19-11-92 : Minutes of the Conciliation Meeting (xerox)
- Ex. W-10/20-11-92 : Appeal to the respondent by the workman (xerox)

For Respondent-Management : Nil.

नई दिल्ली, 28 जून, 1999

का. आ. 2049.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजय बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अलपूजा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-99 को प्राप्त हुआ था।

[सं. एल-12012/52/96-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 28th June, 1999

S.O. 2049.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Alappuzha as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 24-6-99.

[No. L-12012/52/96-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,
ALAPPUZHA

(Dated this the 24th day of May, 1999)

Present

SHRI K. KANAKACHANDRAN

Industrial Tribunal

I.D. 11/97

Between :

The Regional Manager, Vijaya Bank, Regional Office, Swasthik Centre, Puthen Chanthai, M. G. Road, Thiruvananthapuram, Pin : 695 001.

And

Shri A. Umesh, Puthen Madom, Line Building, East Gate, A.N. Puram, Alappuzha (Kerala)

REPRESENTATIONS :

Sri R. Sudhakanth, For Management.

Advocate, Alappuzha

Sri R. Sankarankutty Nair For Workman.

Advocate, Mullakkal,
Alappuzha.

AWARD

1. This industrial dispute was referred to this Tribunal by the Government of India by order No. L-12012/52/96-I.R. (B-II) dated 8-5-1997. The issues referred for adjudication are as follows :

"Whether the action of the management of Vijaya Bank in terminating the services of Shri. A. Umesh, Temporary part-time Sweeper w.e.f. 20-12-1993 is legal and justified? If not, to what relief the said workman is entitled?"

2. In the statement of claim filed by the workman it is stated that he was working as a part-time sweeper in Alappuzha branch of the management Bank from 13-1-1992 onwards. He was engaged as a part-time sweeper in the relieving vacancy of a regular part-time sweeper. The regular part-time sweeper who was working till then was transferred to Ernakulam. Although the workman was engaged as a part-time sweeper no appointment orders were given. As per the bipartite settlement, the post of part-time sweeper is permissible in every branch and

usually sweepers are being appointed on the basis of recommendations made by the Branch Managers or Regional Manager. Depending upon the area of a branch, the part-time sweepers so engaged would be given different scale of wages from the Bank. The workman had been in continuous service for 530 days. After 530 days of service his services were terminated by saying that another regular sweeper was appointed in the Branch. His complaint is that since he had more than 240 days of continuous service in the Alappuzha branch as a part-time sweeper, he is entitled for protection as envisaged in Sec. 25-F of the I.D. Act. Since the mandatory provisions contained in Sec. 25-F had not been complied with, it is prayed that the termination in his case be declared as illegal and unjustifiable. Therefore plea is made for a direction to the management to reinstate him in service with the benefit of backwages.

3. Management filed a detailed counter statement. It is stated therein that the award staff of the Banks are sub-divided into two categories Clerk and sub-staff. The service conditions of the award staff are governed by Sastry Award as modified by Desai Award and subsequent Bipartite settlements. Award staff are entitled to avail leave as per the rules provided. On such availing of leave on temporary basis, somebody could be engaged or appointed. Thus workman in this dispute was engaged as a temporary part-time sweeper in the Alappuzha Branch and that was on account of the absence of a permanent part-time sweeper. His engagement was in accordance with the provisions contained in Clause 20.7 of the Bipartite settlement. The temporary recruitment of the workman was neither through the median of employment Exchange nor against any paper notification. His employment was purely as a temporary employee. As a permanent part-time sweeper on daily wages, he was engaged at Alappuzha branch for some days in between the period from 21-1-1992 to 19-12-1993. The appointment of a permanent part-time sweeper is usually done by the Head Office of the Bank and the Branch Managers are not empowered to make such appointment. Even the temporary engagement of the workman was without the consent of the Regional Manager. It is not necessary that the person engaged on daily wages needs possess any qualification as in the case of regular workers. Nor was there any restriction in the age limit also. The contentions that the workman had 530 days of continuous service and getting the wages of part-time employees are also denied. In none of the representations submitted to the management he had put forward such a claim. The temporary engagement of workman herein came to an end on 19-12-1993 as the permanent part-time sweeper appointed after following the recruitment procedure joined duty in the branch. In view of that, there is no question of termination of service of the workman. As the temporary workman his right to continue in employment will be there only till the time when a regular permanent workman is appointed. Eligibility and continuous working for a long period will not enable him for over reaching any law. Recruitment rules for selection cannot be substituted by any human consideration. The contention that apart from the duties of a part-time sweeper, he was doing occasionally the work of

a last grade employee is also incorrect, according to the management. The workman has no manner of right to get his service regularised. Since he was engaged on daily wage by the branch Manager of Alappuzha branch without following the recruitment procedure, he is not entitled for regularisation in service or to get any compensation.

4. In the rejoinder statement filed by the workman some more contentions are also added. The post of part-time sweeper in the Alappuzha Branch was a permanent post permissible. It is the usual practice of the Head Office to allow the Branch Managers to appoint part-time sweepers from the locality. As per the area to be swept everyday, different scales of pay are payable to such last grade staff. The workman was receiving half scale wages. The workman concerned was continuously working for about 530 days and in order to eliminate continuity of service, the Branch Manager used to cook up vouchers in the name of brother of the workman also. In fact he was continuing as a part-time employee continuously for 530 days. Since he was having more than 530 days of continuous service, any kind of termination of service in his case could have been only be in compliance with Sec. 25-F of the I.D. Act.

5. The workman tendered evidence. On the side of management no oral evidence was adduced. But two documents on their side viz. Ext. M1 and M2 were marked on consensus.

6. The contentions of the workman that he was continuously employed as a part-time sweeper in the regular vacancy occurred on account of the transfer of the incumbent therein to Ernakulam and such transfer was on account of promotion as a last grade employee are not controverted by the management in any manner. A replacement in that vacant post on permanent basis came only after 13-12-1993. Till that time, in the absence of any other regular part-time sweeper, the workman was discharging the duties of a part-time sweeper continuously. The workman was being paid wages on daily basis and the payment to him would be recorded in the payment register maintained by the management. Ext. M1 is the ledger relating to the workman for the period starting from 3-12-1992 and ended in 21st February 1994. It could be seen that there were regular postings in the ledger page relating to the payment effected in the case of workman. Ext. M2 is the photo copy of the general charges register. In that also payments, to the workman are shown. In some entries recipient of the amount is shown as Umesh whereas in some entries it is only stated daily wages paid to part-time sweeper without mentioning any name. Therefore the concerned officials in the branch was very particular to avoid any indication of regular payment to the workman concerned on all working days. In view of these, management cannot put up a case that some other workers were also engaged for sweeping and cleaning. Therefore even as admitted by the management, the workman had worked till 13-12-1993. The days in which he had not worked might be the Sundays and other Bank holidays. By taking into account that aspect of the matter, the total number of days worked might be 530 days as worked out by the

workman. The learned counsel appearing for the management had put up a contention that a part-time employee will not come under the purview of I.D. Act so as to obtain any benefit. This contention is disputed by the learned counsel for the workman by citing a decision of the Punjab and Haryana High Court in Simla Devi Vs. Presiding Officers and others [1997(1)LLJ 788]. It was held in that case that in the definition of 'workman', part-time workman would also come. In para 4 of the judgement it was held as follows :—

4. A plain reading of the definition of "workman" does not exclude the part-time workmen from the definition of "workman". Such exclusion cannot be read into it ipso facto, except if it is expressly provided or implied that no other interpretation is possible, which is not the case in the case in hand. We find support for our view from the observations made by the Supreme Court in Birdhichand Sharma Vs. First Civil Judge (1961-II-I.L.J-86), wherein the Supreme Court, in the facts and circumstances of the case, found that the workers even doing the job at their home are still workmen. Thus, we are of the considered view that a part-time workman shall fall within the definition of "workman" and the finding returned by the Labour Court that a part-time worker is not a workman, cannot be sustained. We may hasten to add the nothing has been pointed out that on any principle of equity, justice, good conscience or the technical interpretation of the definition of workman that a part-time workman cannot be termed as a workman is unknown to the industrial world.

7. In view of the above decision even if the workman was working as a part-time employee under the management bank, he has to be treated as workman as defined in Sec. 2(s) of the I.D. Act.

8. The next question is whether the daily wage employee engaged on part-time basis in a regular post could seek protection as envisaged under Sec. 25-F of the I.D. Act even if he does satisfy the condition that he had to his credit more than 240 days of continuous service. Whether an employer is bound to comply with formalities as envisaged in Sec. 25-F of the I.D. Act or not in such case was explained by the Supreme Court in a different situation. The learned counsel for the management has cited a decision of the Supreme Court in Himanshu Kumar Vidyarthi and others V. State of Bihar and others (AIR 1997 Supreme Court 3657) to vindicate his stand. It was held in that case that the daily wage employee working in temporary post is not entitled to retrenchment compensation. That decision was rendered by the Supreme Court while considering the legality of termination of daily wage employees working in Government Department on temporary basis.

9. The Supreme Court had made distinction between Departments of the Government and various industries run by the Government. It was held :—

"The main grievance of the petitioners before us is that termination of their services is in violation of Sec. 25-F of the Industrial Dispute Act, 1947. The question for consideration, therefore, is : whether the petitioners can be said to have been 'retrenched' within the meaning of Section 25-F of the Industrial Disputes Act ? Every Department of the Government cannot be treated to be "industry". When the appointments are regulated by the statutory rules, the concept of 'industry' to that extent stands excluded. Admittedly, they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of "retrenchment", therefore, cannot be stretched to such an extent as to cover these employees".

10. The fact that the workman concerned was working on daily wage basis in an establishment of Banking industry is not in dispute. A Banking establishment cannot be equated with Department of a Government. Therefore the rationale of the above Supreme Court decision cannot be made applicable in the present case. Here in this case it was specifically pleaded by the workman in the reply statement filed by him that he was engaged as a part-time sweeper in the Alappuzha branch after the transfer of the permanent part-time sweeper of Alappuzha branch. Therefore there was a vacant regular post in the Alappuzha branch and that was not on account of any casual absenteeism of a regular incumbent. After that transfer, no regular substitute was posted after the due recruitment process. A regular part-time sweeper was appointed only after 20-12-1993. Therefore it can only be concluded that the workman was continuously engaged in a regular post till 20-12-1993. There is a substantial difference in the concept of temporary engagement in a regular post on daily basis and casual engagement. In so far as workman therein concerned, he was working continuously in a regular post on daily wage basis. Therefore he would come under the definition of 'part-time workman' who is also entitled for protection as envisaged in Sec. 25-F of the I.D. Act.

11. The counsel for the management had brought to the notice of this Tribunal the recruitment rules governing various categories of employees in the Bank. Concept of temporary employees is elaborated in Rule 20.7 and 20.8 it is relevant to extract those rules :

"20.7. In supersession of paragraph 21.20 and sub-clause (c) of paragraph 23.15 of the Desai Award, "Temporary Employee" will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature of who is employed temporarily as an additional workman in connection with a temporary increase in work

of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman.

20.8. *A temporary workman may also appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period.*"

12. A reading of Rule 20.8 would show that the temporary appointment shall be limited for period of three months and within which time regular appointment should be made by the management. Here, in this case, no regular appointment was made by the management within the stipulated period of three months. Indisputably the workman was discharging the duties of a part-time sweeper continuously for 530 days which will definitely make him eligible to avail the protection envisaged under Sec. 25-F of the I.D. Act.

13. The learned counsel for the workman has submitted that although rules were prescribed for the regular appointment of part-time sweeper, by deviating that procedure, several appointments were made by the management. Two instances were also pointed out in paragraph 5 of the reply statement. It is alleged that S. Thankamani, who was working in the Kozhencherry branch as a temporary part-time sweeper was absorbed as a regular part-time sweeper on the basis of a conciliation settlement. Similarly two other part-time sweeper K. T. Nabeesa and P.K. Radhamani were also absorbed in Chavakkad and Guruvayoor branches of the management Bank. Such absorptions were also on the basis of settlement. The management had not disputed such pleadings and hence same has to be given due consideration. At the time of final hearing, the counsel for the workman had produced the photocopies of the orders of appointment given to two of the part-time sweepers who were given regular appointment on the basis of conciliation settlement. I think the case of the workman would also stand definitely on the same footing. Therefore it is upto the management to examine whether the workman concerned could be accommodated suitably in any of the vacancies of part-time sweeper in future. As a matter of right, merely on account of the completion of 240 days, a workman will not be entitled for regularisation in service. It is upto the management to see whether any regularisation is possible in this case. Anyhow, since he would come within the definition of 'workman', any form of retrenchment in his case on completion of minimum 240 days of service can be only in full compliance of Sec. 25-F of the I.D. Act. Having not done that by the management case, he would deem to be in service till he is validly retrenched. As a consequence of that he will be entitled for

full back wages for the entire period during which he is kept out of employment.

Award is passed accordingly.

(Dated this the 24th day of May 1999).

K. KANAKACHANDRAN, Industrial Tribunal

Appendix

I.D. No. 11/97

Witness examined on the side of the Management :

Nil

Witness examined on the side of the Workman :

WW1 : A. Umesh

Exhibits marked on the side of the Management :

M1 : Copy of S.B. Account sheet in respect of S.B. A/c. No. : 4463 for the period from 3-2-92 to 21-2-94.

M2 : Expenditure Register (Copy of the sheets) maintained by the Management Bank for the period from 1-1-92 to 10-12-94 and suspense payment Register.

(Copy of the sheets) payment made to the worker.

Exhibits marked on the side of the Workman :

Nil

नई दिल्ली, 29 जून, 1999

का. आ. 2050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-99 को प्राप्त हुआ था।

[सं. एल-12012/269/90-आई आर (बी-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 29th June, 1999

S.O. 2050.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 28-6-99.

[No. L-12012/269/90-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, CHENNAI

Thursday, the 8th day of April 1999

Present

THIRU S. ASHOK KUMAR, M.Sc., B.L.,
INDUSTRIAL TRIBUNAL
INDUSTRIAL DISPUTE NO. 1/91

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the workmen and the Management of Indian Overseas Bank, Madras).

Between (The workmen represented by)

The General Secretary,

All India Overseas Bank Employees' Union,

No. 763, Anna Salai, Madras-600 002.

and

The Dy. General Manager,

Indian Overseas Bank,

No. 762, Anna Salai, Madras - 600 002.

REFERENCE : Order No. L-12012/269/90-IR.B. (11),
Ministry of Labour, dt. 26-12-90, Govt. of
India, New Delhi.

This dispute coming on for final hearing on Friday, the 19th day of February, 1999, upon perusing the reference, claim, counter statement and all other material papers on record, upon hearing the arguments of Tvl. Aiyar & Dolia, R. Arumugam, Advocates appearing for the petitioner-union, and of Tvl. N. G. R. Prasad, S. Vaidyanathan, and Kamatchisundaram, Advocates appearing for the respondent management, and this dispute having stood over till this day for consideration, this Tribunal made the following:

AWARD

This reference has been made for adjudication of the following issue :

“Whether the action of the Management of Indian Overseas Bank in dismissing Sri J.S. Rajkumar, Clerk is justified, if not to what relief the workman is entitled ?”

2. The main averments found in the claim statement filed by the petitioner-union are as follows:

The workman joined Nagercoil Branch of respondent bank on 16-11-68 in clerical cadre. Initially his designation was Shroff-cum-Bill Collector and subsequently in recognition of his good work and behaviour he was redesignated as Clerk in 1973. He is a very influential person in the locality and surroundings area. He participated in all Deposit campaigns of the Bank and canvassed more than 5000 Deposit Accounts for the Bank for an aggregate deposit of

around Rs. 2.50 Crores. He was given cash prizes by the bank. on one occasion an All India Third Prize was awarded to him. Being the Secretary of Nagercoil branch, he arranged a strike at the instance of union for a number of pending issues and against the attitude of the then Branch Manager. Hence the Manager of the branch started building up evidence and sent a false report. On the basis of the said false report, the workman was placed under suspension on 9-2-80, and was served with a charge sheet dt. 6-2-80 containing 6 charges of alleged acts of commission and omission. The workman submitted his explanation on 28-3-80. No development took place for about one and half years on that charge sheet. One Mr. V. Gomathinayagam Officer attached to Vigilance department, accorded a sanction order to prosecute in the Court of Law holding that there was a prima facie case against the workman and the matter was handed to CBI for investigation. On 5-10-81 the workman received another charge sheet dt. 25-9-81 signed by Sri V. Gomathinayagam containing 5 charges. He submitted his explanation on 28-10-81 for this charge sheet also. The workman was prosecuted by CBI (CC No. 10/81 and 11/81) in the Court of the Special Judge, Madurai. After the trial he was acquitted of all the charges in both cases by a judgment dt. 24-8-84. When the Court trial was in progress, Mr. V. Gomathinayagam in his capacity of Enquiry Officer for the second charge-sheet commenced the domestic enquiry inspite of various requests made by the workman. 7 witnesses were examined before the said Sri Gomathinayagam. The said Mr. Gomathinayagam was one of the prosecution witnesses in the above two cases. Further Mr. Gowrishankar and Mr. Srikumar who were witnesses in criminal cases also were examined in the domestic enquiry. On the conclusion of enquiry a show cause notice dt. 28-9-87 alongwith the findings of the second enquiry officer was served on 3-10-87. The workman submitted his explanation. As per the first charge-sheet dt. 6-2-80 six charges were framed against the workman. In addition to those six charges five more charges were framed against him on 25-9-81. But findings were given only in respect of the later five charges and hence the six charges were deemed to be dropped. These six charges were dropped because they were neither true nor based on facts and therefore the Bank did not chose to adduce any evidence and the enquiry officer did not give any findings. Knowing that all the six charges are baseless, the bank admittedly at the instance of MW8 (Mr. Srikumar) the CBI Inspector served the charge sheet dt. 25-9-81 framing 5 additional charges. The charge sheet of 25-9-81 was not an independent charge-sheet but it was supplemental one. Strangely, the show-cause notice, referred does not refer to charge-sheet dt. 6-2-80 which has been suppressed. The enquiry was not validly initiated. The F. I. R. in Cr. No. R.C. 44/80 was introduced at the Enquiry by the second enquiry officer which was investigated upon by MW8, Mr. Srikumar, FIR according to MW8 refers to various criminal acts of misappropriation said to have been committed by the workman. On completion of the investigation the papers were

submitted to the first enquiry officer, Mr. Gomathinayagam in vigilance department, who accorded sanction holding that a prima facie case was made against the workman as a prosecution witness in both the court cases. He himself became the enquiry officer against the workman and examined the witnesses (MW1 to MW7) in the enquiry. Thus the enquiry is vitiated. By according sanction to prosecute him holding that there is a prima-facie case, the enquiry officer was already prejudiced against the workman. He has pre-judged the issue. So, he could not be expected to maintain an open mind during the course of the enquiry. Some of the witnesses were common to both the court cases on the one hand and the domestic enquiry on the other. The charges were also identical and similar and hence the conduct of the enquiry by Mr. Gomathinayagam as the Enquiry officer is opposed to principles of natural justice. He as a prosecution witness before the court in respect of both the criminal cases testified before the court that he was the disciplinary authority competent to remove the workman from service and considered that the workman would be prosecuted in the court of Law fully and carefully examined the materials before him. The materials he has gone into F.I.R. and various other documents including the statements taken by the investigating official, investigation report many of which were documents at the domestic enquiry. This fact was admitted at the enquiry itself by the management witnesses. The chief examination of MW1 and MW2 in the domestic enquiry was not taken in the presence of the workmen and MW1 was not produced for cross-examination. For charges 1,2,3,5(1) and 5(3) there was absolutely no legal evidence available. The important witnesses like Sigamani, Samuel Paul, Dr. Theodar Kamalam, and Mrs. Grace Selvaraj were not examined in the enquiry and their statements said to have been given to MW8, CBI Inspector have been marked by the Enquiry officer. Similarly the enquiry proceedings conducted by the first and second enquiry officers (Mr. Gomathinayagam and Mr. P.K. Sundaraganapathy), one following the other, should be held vitiated because of lack of fair play, natural justice and reasonable and adequate opportunity. The illegal enquiry conducted by the first enquiry officer was continued by the second enquiry officer. When the second Enquiry officer started continuing the enquiry, the workman requested for a de-novo enquiry giving reasons. But this request was unfairly and unjustifiably rejected by the second enquiry officer. On this count also the enquiry stands vitiated besides it proving the fact that the second enquiry officer also has pre-determined the issue and the management has been bent upon removing him from the service. Counterfoil of challan is the proof of any remittance. But at no time any counterfoil was produced in the enquiry regarding the alleged misappropriation etc. There was no proof available at the enquiry by way of cash receipt book or cashiers in the cash department. The findings of the Enquiry officer are perverse. The change of Enquiry officer was not communicated to the workman by any authority empowered to designate Enquiry officers. The Appellate authority has not applied his mind to dispose off

the appeal of the workman mechanically. He simply endorsed what the Enquiry officer had stated in his findings and in his final order, none of the points raised by the defence representative of the workman was considered by the appellate authority. His order dated 9-5-1988 would bear testimony of this fact. The workman was victimised due to the fact that he is the nephew of the Deputy General Manager of the respondent Mr. J.P. Moses who was removed from service because of the intrigue between him and some of the other Executives of the bank. Besides, the workman himself was a union representative and he conducted strikes in the branch. All these facts were brought out in the enquiry and in the summing up dated 10-7-1987 which has not been considered by the Appellate Authority. The order of dismissal passed against the workman is shockingly disproportionate to the alleged charges. The capital punishment of dismissal is passed without considering the past unblemished record of service of the workman. The respondent did not follow the procedures as contemplated in awards and settlements. The order of punishment is purely by way of victimisation. The workman has put more than 12 years of continuous and unblemished record of service. The Tribunal has got ample power under S.11A of the I.D. Act to interfere with the order of punishment and impose any lesser punishment. The petitioner prays to pass an award holding that the dismissal of the workman Mr. J.S. Rajkumar as not justified and to direct the respondent bank to reinstate the workman with continuity of service, backwages and other attendant benefits.

4. The main averments found in the counter statement filed by the respondent are as follows :

The petitioner joined the services of the Bank at its Nagercoil branch on 18-11-1968 as Shroff/Bill Collector. He was redesignated as Clerk in 1973. It is denied that he is very influential for the purpose of canvassing deposits to the bank. All staff members were encouraged to collect deposits by giving incentives. It is also denied that he is responsible for collecting sizeable deposits. The petitioner being the Secretary of the union has nothing to do with the disciplinary action initiated against the member. There was no question of the petitioner arranging the strike as such action is being taken by the Central Union of the respondent. It is also denied that the strike was against the attitude of the Branch Manager, and there was no question of Branch Manager building evidence against the workman. Suspension of the workman on 6-2-80 was due to the materials gathered in the investigation. Even though the charge sheet dt. 6-2-80 was issued to the workman along with the suspension order, no further action was taken in respect of the same as the CBI, Madras branch intervened and registered FIR in RC. 44/80 on 31-7-80. The FIR covers some of the serious allegations contained in the charge sheet dt. 6-2-80, issued to the workman wherein it was alleged that the workman had misappropriated Rs. 27,445/- by adopting various fraudulent means. The proceedings against the workman were kept pending for the outcome of CBI Investigation. On completion of the investigation, CBI filed two charge sheets against the workman before the Special Judge, Madurai. The investigation of the

CBI resulted in the prosecution of the workman and hence there was sufficient material for the Bank to suspend the workman on 6-2-80. The Disciplinary authority of the Bank after fully satisfying himself about the materials before him gave sanction to prosecute the workman before the Court of Law as required under Sec. 6(1)(c) of the prevention of corruption Act, 1947. Thiru. V. Gomathinayagam, Disciplinary Authority is competent to remove the workman from service under the Bipartite Settlement. Hence he gave the sanction order for prosecuting the workman. The workman was served with additional charge sheet dt. 25-9-1981 based on other investigation conducted by the bank. Sri Gomathinayagam as Disciplinary authority is competent to sign this additional charge sheet. The charges contained in the additional charge sheet are different from the charges contained in the earlier charge sheet and out of which some of the charges were taken up for prosecution by the CBI. The workman simply denied the charges by his letter dated 28-10-81 without adducing any reason therefor. The workman who was prosecuted before the Special Judge for CBI cases, Madurai in CC No. 10 of 1981 and CC No. 11/81 was acquitted by giving the benefit of doubt. There is nothing in law to prevent the Disciplinary Authority from proceeding with the additional charge sheet dt. 25-8-81 as the charges levelled against the workman are different from the one for which he was being prosecuted by the CBI. Thiru Gomathinayagam who gave sanction for prosecution appeared as witness only to prove the sanction order given by him. As such in para 14 of the judgment dt. 24-8-94 in CC No. 10/81. He is not a witness on the merits of the case. Similarly he had appeared for proving his sanction order in CC No. 11/81 as seen from para 15 of the judgment in CC No. 11/81. The enquiry in respect of the additional charge sheet dt. 25-9-81 was conducted giving all opportunities to the workman to defend himself. Thiru. C.R. Chandrasekaran, President of the petitioner union defended him. 8 witnesses were examined on behalf of the management and all of them were allowed to be cross-examined. The matters covered by the Prosecution are different from the matters for which the proceedings were taken departmentally. Hence workman cannot complain of any prejudice at any stage of enquiry. The workman was served with a show cause notice dt. 28-10-87 enclosing copy of the findings of the enquiry and he was asked to show cause against the proposed punishment of dismissal. He was also given personal hearing by the Disciplinary Authority. The contention of the petitioner that further proceedings in respect of the charge sheet dt. 6-2-80 is deemed to have been dropped is not correct. In fact as per the several rulings of the Supreme Court if the prosecution and domestic action are based on the same set of facts and circumstances, the employer may have to wait for the conclusion of the prosecution before taking departmental action. Hence there was no question of dropping the charges as per charge sheet dt. 6-2-80. The findings were given for the charge sheet dt. 25-9-81 for which the domestic enquiry was held and the workman was duty bound to answer the same. Thiru. Gomathinayagam, Disciplinary authority who is competent

to give sanction has given sanction for prosecution and the same has been accepted by the Court. As disciplinary Authority he is also empowered to initiate departmental action and therefore he signed to issue additional charge sheet dt. 25-9-81 to the workman. Sri. Gomathinayagam has given evidence only to prove the sanction and not a witness on the merits of the prosecution and hence there is no basis involved as alleged by the petitioner. If the argument put forth by the petitioner were to be accepted then there should be a separate Disciplinary authority for according sanction and another Disciplinary authority for initiating departmental action. Such an argument is far fetched one and not based on any principles of natural justice and law and hence the same should be rejected. The Disciplinary authority after having satisfied himself that there is sufficient material for departmental action signs and issue the charge sheet. Both the functions of the disciplinary authority are complimentary and hence basis cannot be attributed to Shri. V. Gomathinayagam who have given sanction for prosecution. The statement that charges are identical and same does not mean that the charge are one and the same. The instance of misappropriation quoted in the charge sheet are different from the instances of misappropriation forming part of the charge sheet filed in the Court by the CBI. The conduct of enquiry by Shri V. Gomathinayagam is legally valid and binding. If there was any contravention on the part of the union about the fairness of the domestic enquiry, it is only due to their misconception. The enquiry was adjourned several times at the request of the workman. The allegations against the Enquiry officer are far fetched and false. Enquiry was conducted fairly and reasonably upholding the principles of natural justice not only by Sri V. Gomathinayagam but by Sri P. K. Sundara Ganapathy both Disciplinary authority/Enquiry officers of the bank. The provisions of the Bipartite Settlement were followed in letter and spirit. There was no illegality in the conduct of the enquiry and there was no need to conduct the enquiry de novo when the first enquiry officer was transferred out of the department. The second enquiry officer continued the proceedings after duly notifying the workman about his appointment by his letter dt. 4-3-1985. No objection was raised immediately on receipt of the said letter by the workman. The objection raised later on is therefore an afterthought. There was no pre-determination of the issues involved in the case either by the first Enquiry officer or by the Second Enquiry officer. All the submissions made by the workman in the domestic enquiry have been taken into account by the Enquiry officer and the decision has been rendered then and there. There was no question of the CBI Inspector doing everything on behalf of the bank to prove the charges against the workman and procuring witnesses. If that be the case, each and every witness would have been procured in the enquiry. A few of the public witnesses did not turn up and this clearly shows that the contention of the petitioner is false, frivolous and vexatious. The fact that witnesses Sigamani and Sri Samuel Paul did not turn up for the enquiry, because they are related to the workman, hence there was no question of

producing these witnesses in the enquiry. On the contrary, nothing prevented the workman from producing his own relative for his defence to disprove the charges of misappropriation established by records produced in the enquiry. There is no need to produce the opinion of Government examiner of the questioned documents as the same was obtained only for the purpose of the prosecution conducted against the workman by CBI. The same was produced in the said prosecution case and workman was therefore fully aware of the contents there of. Under gross misconduct, in para. 17.5(d) of the Bipartite Settlement, between the Bank and its workmen, not only wilful damage to the property of the bank is charges against the workman but also attempt to cause damage to the property of the bank or any of its customers comes under the charge. The result of the enquiry clearly showed that the workman had misappropriated the monies given to him by the customers of the bank. He also made fictitious credit entries in the pass books to make them believe that the said amounts had been remitted by him into the bank for credit into their respective S.B. accounts. Further, it was established in the enquiry that the parties were related to the workman himself. Hence the workman might have compensated these parties from whom he had misappropriated the amounts during the course of his employment in the bank. The bank need not be put to loss. The workman is charged only for his acts of commission and omission which are grossly prejudicial to the interest of the bank as well as to its customers. The observation of the Supreme Court in the case between K.L. Tripathi Vs. State Bank of India are quoted below :

“Whether actual misappropriation had been caused or bank defrauded or not, were not relevant in respect of the charges against him”

The findings of the Enquiry officer are therefore fair, reasonable and just. All the ingredients which go to prove the charge in the enquiry are very much found in the findings of the Enquiry officer in the instant case. There was no need for a written complaint from the customer as observed by the Supreme Court in the case between J. D. Jain Vs. State Bank of India. To quote Supreme Court from para 11 of the judgement from the above case, “No rule of law enjoins that the complaint has to be in writing as insisted by the Tribunal”. There was clear evidence in the enquiry about the various acts of misappropriation committed by the workman. It is irrelevant whether he has misappropriated the bank’s money or customer’s money. If the customers had approached the bank to settle the same, the bank had to settle the same. On the contrary the workman had squared up the persons as they were his relatives. Evidence on record clearly proves not only the forgery committed by the workman but also the fictitious entries made by the workman in the pass books of the customers which were not reflected in the bank’s ledger. The Appellate Authority applied his mind while dismissing the appeal. Infact the workman was given a personal hearing alongwith his defence representative. There is no need for separate reasons since the Appellate Authority accepts the reasons and findings of the Enquiry officer and the Disci-

plinary Authority. It has been proved in the enquiry that the workman abusing his position as an employee of the bank has made false and fictitious entries in the pass books given to the customers, taking advantage of the fact that they were related to him. The amounts entrusted to him for remittance into the respective SB accounts by customers, were not remitted by the workman. The workman also indulged in fraudulent withdrawal of customer’s money. The workman also manipulated the books of accounts. The Enquiry officer therefore held that the charges levelled against the workman are proved in the enquiry. It is immaterial whether the workman was the nephew of the then Deputy General Manager Shri J.P. Moses. The workman was charge sheeted and punished for his own wrongful cases. The workman being a union representative has nothing to do with the action taken against him. The punishment awarded to the workman is just, proper, and proportionate to the gravity of the proved charges. The proved charges show moral turpitude on the part of the workman and therefore he was awarded the punishment of dismissal. There was no question of victimisation of the workman. The workman’s past record of service is of little consequence on the face of the grave case of misappropriation committed by him. There was no question of invocation of S.11A of the I.D. Act, in respect of such grave charges held proved in the enquiry. The workman was working as an employee on whom confidence was bestowed by the management but he betrayed the management by indulging in fraudulent acts. He had therefore betrayed the confidence of the management. In such circumstances, in the event of the Tribunal finding the punishment awarded to the workman disproportionate, then the management will not be willing to reinstate him under any circumstances for loss of confidence. The respondent prays to reject the claim of the workman.

5. On behalf of the petitioner Ex. W-1 to W-4 and on behalf of the management Ex. M.1 to M.85 have been marked by consent.

6. The point for consideration is : whether the action of the management of Indian Overseas Bank in dismissing Shri J.S. Raj Kumar, Clerk is justified ? It not to what relief the workman is entitled.

7. The Point : The workman Thiru J. S. Raj kumar joined the respondent’s Nagercoil branch on 18-11-68 in clerical cadre. He was Secretary for Nagercoil branch of the petitioner union. On 6-2-80 even though a charge sheet was issued to the workman alongwith the suspension order, no further action was taken in respect of the same as the CBI Madras branch intervened and registered an FIR in RC. 44/80 on 31-7-80. The FIR covered some of the serious charges contained in the charge sheet dt. 6-2-80 which includes misappropriation of Rs. 27,455/- by adopting various fraudulents means. On completion of the investigation, CBI filed 2 charge sheets against the workman before the Special Judge at Mudurai. The Disciplinary Authority gave sanction to prosecute the workman before the Court as required u/s. 6(1)(c) of the Prevention of Corruption Act, 1947. The workman was served

with an additional charge sheet Ex. M.1 dt. 25-9-81 based on further investigation conducted by the bank. The charges are as follows :

1. You collected the monthly instalments remitted by Sri C. N. Sigamani towards ACWD accounts No. 3/72 & 4/72, a total sum of Rs. 720/- but remitted in the accounts only a sum of Rs. 180/-. You also closed the accounts prematurely paying only Rs. 400/- to him and failed to account for the balance.
2. You affected unauthorised withdrawal of Rs. 2300/- and Rs. 550/- on 6-12-79 and 12-12-79 respectively from the S.B. Account No. 9499 of Sri Samuel Paul on the basis of the forged withdrawal slips and you also made false entries in the pass book to project a wrong picture of the balance available in the account.
3. While you collected from Sri Samuel Paul the monthly instalments towards his account No. 7/72 regularly you remitted into the account only a sum of Rs. 3700/- retaining with you the balance of money collected. You also made entries in the pass book which are not reflected in the books of the branch making it appear that all the money collected by you were remitted into the account.
4. You had fraudulently withdrawn a sum of Rs. 1800/- on 1-2-78 and Rs. 900/- on 1-8-78 from the S.B. Account of T. Kumaradas (A/c. No. 5442).
5. You made false credit entries in the pass books of account holders as per details given below to make it appear that you had remitted funds in their accounts in discharge of personal loan taken by you from the account holders. The entries made by you are not supported by credit vouchers nor are they reflected in the relative ledgers folios.

The charges contained in the additional charge sheet are different from the charges contained in the earlier charge sheet dt. 6-2-80. By his Ex. M.2 explanation dt. 28-10-81, the workman simply denied the charges. Meanwhile, the workman was prosecuted before the Special Judge for CBI cases, in Madurai in CC No. 10/81 and 11/81 and he was acquitted by giving benefit of doubt in its judgement dated 24-8-84. Domestic enquiry was conducted in respect of Ex. M.1 charge sheet dt. 25-9-81, in which Thiru C.R. Chandrasekaran, President of the petitioner union himself defended the workman. 8 witnesses were examined on behalf of the management and they were expensively cross-examined by the workman and on behalf of the workman four witnesses were examined. Initial enquiry was conducted by the Disciplinary Authority Thiru V. Gomathinayagam. On 2-2-85, by Ex. M.24 order Enquiry officer Gomathinayagam was changed and in his place Shri P.K. Sundara Ganapathy was appointed. Various correspondences between the workman and the Disciplinary authority and Enquiry proceedings are Ex. M.3 to M.41. Ex. M. 49 to M.85 are documents which

were produced and marked in the domestic enquiry. The Enquiry officer in Ex. M.42 findings has held that all the charges framed against the workman have been established and that the workman was found to be guilty of committing grave misconducts in terms of para 17.5 (d) and (j) of the Bipartite Settlement. Accepting the findings of the Enquiry officer, the respondent issued Ex. M.43 show cause notice proposing a punishment of dismissal from service without notice in terms of para 17.6 (a) of the Bipartite Settlement and also offered personal hearing. The workman's reply to the second show cause notice is Ex. M.44. On 9-12-87, the Disciplinary Authority gave a personal hearing to the workman and his representative and the proceedings of the personal hearing are Ex. M.45. On 11-12-87, the Disciplinary Authority issued Ex. M.46 final order dismissing the workman from bank's service with immediate effect and without notice in terms of para 17.6(a) of the Bipartite Settlement. The workman preferred an appeal, Proceedings and the submissions made by the defence representative on 4-3-88 are Ex. M.47. The Appellate Authority by his detailed order dt. 9-5-88, Ex. M. 48 dismissed the appeal preferred by the workman and confirmed the final order dt. 11-12-87 which awarded the punishment or dismissal without notice.

8. Before this Tribunal on 16-7-96, the Learned counsel for the petitioner union made the following endorsement in the claim statement as well as in the docket sheet.

"I am pressing the arguments of S.11A and attacking the findings of the Enquiry officer."

On 3-11-96, the Learned counsel for the petitioner union has also submitted written submissions on the counter arguments of the counsel for the respondent and on the findings of S.11A of the I.D. Act, 1947. On 15-11-96, the petitioner filed M.A. 300/96 praying the Tribunal to urge all the points including the points relating to the validity of the enquiry, besides the points relating to S.11A of the I.D. Act, and perversity of the findings of the enquiry for the reason that by inadvertance the counsel for the petitioner-union made an endorsement on the file of the Tribunal as under :

"I am pressing arguments on S.11A and attacking the findings of the Enquiry officer."

This Tribunal by an order dated 20-1-97 has allowed the application and allowed the petitioner to argue on validity of the domestic enquiry, perversity of the findings of the Enquiry officer and also S.11A of the I.D. Act. Both sides have argued elaborately on the validity and fairness of the domestic enquiry and also the fairness or perversity of the findings of the Enquiry officer. In his order regarding this preliminary issue, in M.A. 300/96, made on 20-1-97, my Predecessor at present a Hon'ble Judge of the Madras High Court has passed the following order :

"The documents on which the management has relied on during the enquiry were marked as Ex. M.49 to M.82 before this Tribunal. The various documents marked on the side of the management stand as self sufficient

evidence to prove the charges. Apart from that, the evidence of witnesses supported the documents marked. Most of the witnesses are either closely known or related and who reposed confidence in him had come before the enquiry officer and deposed what they knew about the case. The finding of the enquiry officer is marked as Ex. M.42. The enquiry officer has given various reasons to show that various acts alleged to have been committed by the workman were done by him only and not by anybody else. The enquiry officer has given various reasons to come to the conclusions. The findings of the enquiry officer cannot be said to be perverse. He has well considered the evidence and has come to the conclusion. There is *prima facie* against the workman to show that the various charges framed against him have been made out. This Tribunal has no jurisdiction to sit in judgement over the findings of the enquiry officer, as an appellate body. When the findings of the Enquiry officer are fair and acceptable, the Tribunal need not take extra-ordinary step of assigning its own reasons substituting the reasons assigned by the enquiry officer. When once the reasons stated by the enquiry officer are fair and acceptable this Tribunal need not go deep into the matter. However, the parties have got another chance to put forth their case u/s. 11A of the I.D. Act, and this Tribunal can also enter into the various questions u/s. 11A of the I.D. Act. It is better to say at this stage that there is *prima facie* case against the various charges framed against the workman and the enquiry officer's report cannot be condemned as perverse. For these reasons I hold that the report of the enquiry officer is fair and acceptable. In the result, the preliminary enquiry and report of the Enquiry officer are held to be fair and proper".

Thereafter the petitioner filed M.A. 32/97 stating that in the preliminary enquiry, the petitioner argued the question of fairness of the enquiry and he may be permitted to argue on the question of perversity of enquiry findings. In the above said application, the Presiding officer of this Tribunal now Hon'ble Judge of the Madras High Court has passed the following order :

"The domestic enquiry includes the findings of the Enquiry officer also. The enquiry proceedings and findings cannot be separated from each other and they go together. It is only for that reason, the validity of the domestic enquiry is being argued before the Tribunal. In case the domestic enquiry is held to be vitiated the management gets an opportunity to let in evidence and the workman contra. Therefore it is absolutely necessary to decide the findings also along with the Enquiry Proceedings by way of preliminary enquiry. In M/s. Firestone Tyre & Rubber Co. of India (Pvt.) Ltd., Vs. The Management (1973 1 LLJ P 278) Supreme Court held ; that after introduction of Sec. 11A on 15-12-71, the power of Labour Court or the Tribunal in deciding the dispute arising out of dismissal or discharge of the workman was summarised into 10 heads. The 3rd ground says :

"When a proper enquiry has been held by an employer, and the findings of misconduct is the plausible conclusion flowing from the evidence adduced at the said enquiry, the Tribunal has no jurisdiction to sit in judgement over the decision of the employer as an appellate body. The interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimisation, unfair labour practices or *malafide*."

The 4th ground say :

"Even if no enquiry has been held by an employer or if the enquiry held by him is found to be defective, the Tribunal in order to satisfy itself about the legality or validity of the order, has to give an opportunity to the employer, and employee to adduce evidence before it. It is open to the employer to adduce evidence for the first time justifying his action; and it is open to the employee to adduce evidence contra."

From that it is clear that the Tribunal has to decide the legality or otherwise of the enquiry and also the findings arrived at in the enquiry. So., it is absolutely necessary for the Tribunal to decide the findings. In Copper Engineering Limited Vs. P. P. Mundhe (1975 11 LLJ P 379), the Supreme Court reiterated the same position of law as held in the above decision of the Supreme Court. In the said decision, earlier decision of Management of Ritz Theater (P) Ltd., Vs. Workmen (1963) 3 S. C. R. 461 was considered wherein Supreme Court held :

"In enquiries of this kind, the first question which the Tribunal has to consider is whether a proper enquiry has been held or not. Logically it is only where the Tribunal is satisfied that a proper enquiry has not been held or that the enquiry having been held properly the findings recorded at such an enquiry are perverse, that the Tribunal derives jurisdiction to deal with the merits of the dispute"

In the recent ruling of our Supreme Court reported in (1996) 4 SCC P 374, at page 377, Bharat Forge Co. Ltd., Vs. B. B. Zodge & Another, Supreme Court held :

"A domestic enquiry may be vitiated either for non-compliance of rules of natural justice or for perversity."

The word 'perversity' clearly shows that it is in respect of findings. Therefore, the domestic enquiry and the findings rendered thereon should go together. The argument on the side of the petitioner that he has not argued on the question of perversity of the Enquiry officer is not in accordance with the dictum laid down in the above rulings of our Apex Court. Factually it is incorrect. Therefore, there is no merit in the petitioner.

After my predecessor holding that the findings of the Enquiry officer are proper, the petitioner has once again filed M.A. 169/97 praying to permit him to argue on various mat-

ters including the perversity of the findings, orders on the preliminary issue notwithstanding and the counsel for the petitioner and the respondent management have filed a Joint memorandum on 7-1-98 accepting to argue the maintainability on the petition along with the merits in the dispute. In support of the above contention, learned counsel cited the judgement of the Hon'ble High Court of Patna reported in 1996 II LLJ 874 between Tata Iron & Steel Company Ltd. Vs. Labour Court, Jamshedpur and another wherein the Hon'ble Patna High Court as follows:

"The Labour Court's decision on the preliminary issue about the fairness of the domestic enquiry is not a finding on the merits of the dispute. The Labour Court which finally decides the issue is not bound by the preliminary issue. While deciding the preliminary issue about the fairness of the preliminary enquiry, Labour Court was not supposed to give finding on the merits of the dispute. Therefore, the finding adjudging the merits of the dispute was impermissible. The Labour Court which finally decided the issue was not bound by the said finding."

The facts of the case in hand is totally different from the facts of the above said case. In the above said case, there is no averment whether the findings of the Enquiry officer were also argued as a preliminary issue, but in this case, the findings of the Enquiry officer was the main point of contention in the oral and written arguments submitted by the petitioner-union. In fact at the first instance, the petitioner union wanted to argue on the alleged perversity of the findings and u/s. 11A of the I.D. Act, and subsequently filed an application to permit them to allow on the validity of the domestic enquiry also. It is at the stance of the petitioner himself, arguments have been advanced regarding the fairness and validity of the domestic enquiry and fairness or correctness of the findings of the Enquiry officer and this Tribunal has already held that the domestic enquiry has been conducted fairly by observing principles of natural justice and the conclusions reached by the Enquiry officer are also proper. Once again the petitioner had attempted to nullify the above order by filing another application by stating that he has not argued on the merits of the findings and the same was rejected as factually and legally incorrect by an order of this Tribunal. Now the learned counsel for the petitioner wants to argue again on the findings of the Enquiry officer without adducing any fresh evidence. Can this Tribunal once again evaluate the findings of the Enquiry officer by reappreciating the evidence adduced in the domestic enquiry when the same was already done by my predecessor? The answer is 'no'. Therefore there is no substance in the contention of the learned counsel for the petitioner that this Tribunal must again reappraise the evidence adduced in the domestic enquiry and evaluate the findings of the Enquiry officer which has been already held as proper. Therefore, M.A. 169/97 filed for the said purpose is liable to be dismissed.

9. The learned counsel for the petitioner submitted that the punishment meted out to the workman is grossly

disproportionate to the charges alleged against him and that he has been victimised for his union activities. As regards victimisation, it is a serious charge by an employee against the employer and therefore it must be properly and adequately pleaded, giving all particulars upon which such charge is based to enable the employer to effectively meet the same. The fact that there is a union espousing the cause of the employee in legitimate trade union activity and an employee is a member or active member thereof is *per se* in crucial instances, as held in 1976 Lab. J.C. P.4, in *Bharat Iron Works Vs. Bhagubai Ballibai Patel & Ors.* by Hon'ble supreme Court. The onus of establishing a plea of victimisation will be upon the person pleading it. The mere allegations, vague suggestions, and insinuations are not enough. All particulars of the charge brought out after plea must be weighed by the Tribunal and a conclusion should be reached on the detail of the evidence produced. A proved misconduct is antithesis of victimisation as understood in industrial relations. In this case the petitioner has not produced any evidence to show that the management has victimised him for his trade union activities even though it is alleged that he was the secretary of the Nagercoil branch where he was employed.

10. The learned counsel for the petitioner further contended that the workman was not previously penalised for the misconduct and his past record of service is meritorious and the punishment of dismissal from service is grossly disproportionate to the misconduct alleged against him. In a very recent judgement reported in 1999 (1) LLN 280, *Management of Catholic Syrian Bank Ltd. Vs. Industrial Tribunal, Madras & Anr.*, the Hon'ble High Court of Madras has held as follows :

"The workman was employed in a bank, where the confidence of the customers is paramount for the success of the business cannot be disputed. The effect of the continuation of the employment of such person who had failed to repair and inspire the confidence of the employer was also evident. The risk to the bank in employing a person like the second respondent-workman, who had patently duped its customer, and harmed the bank's reputation was also evident. The misconduct committed by the second respondent workman had been proved after due enquiry in which the workman had fully participated. The circumstances of this case which have been found in the earlier part of the order clearly warrant the conclusion that the order of dismissal was justified. That the misconduct is grave is not disputed, by the workman himself. It is however sought to be made light of characterising it as a "momentary indiscretion". It can hardly be regarded momentary indiscretion, as the chain of events and the conduct of the workman throughout do not support any such characterisation if the misconduct of the workman is grave in nature and the gravity of the offence warrants the penalty of dismissal, the Tribunal cannot on ground that it has power under S. 11A of the Industrial Disputes

Act, 1947 set aside the order of dismissal and simply direct reinstatement of the workman. The power under S. 11A of the Industrial Disputes Act, 1947 becomes available for be exercised, only when all aspects of the cases are considered and only when it is established that the charge which has been proved and the penalty which has been imposed are not proportionate to each other. The Tribunal before characterising the penalty as disproportionate has failed to examine all the material details, but has simply on a superficial manner accepted the statement made for the workman that it was just an act of momentary indiscretion and the Tribunal has proceeded to characterise it as a case of youthful indiscretion. It must therefore be held that the Tribunal has not exercised its discretion in the manner required for being accepted as proper exercise of judicial discretion.

Counsel for the workman contended that the past conduct of the second respondent-workman had not been considered. According to him, the past record of the workman was such as to extenuate the gravity of the misconduct of the delinquent is grave, the absence of any penalty during his earlier period of service, by itself would not constitute a sufficient basis for holding that the penalty is not in accordance with law. The lacklustre record which showed neither significant achievement nor the suffering of any penalty cannot contribute much to the decision regarding the penalty, where the misconduct established is a grave one. It was not the case of the second respondent-workman that he had performed meritoriously during his earlier years of service. The best that can be assumed is that he had not suffered any penalty earlier. But that by itself is not sufficient to hold that the order of dismissal could not have been passed, if that particular fact have been taken into account.

The submission made by the counsel for the second respondent-workman that the Court should not adopt a moralistic attitude is rather difficult to accept, if by moralistic is meant the upholding of standards which the community as a whole accepts like honesty and integrity, the condemnation of fraud, theft and the like. It is certainly the function of the Court to ensure that those standards are maintained to the extent they are reflected in the law expressly or impliedly. It can hardly be said that every employee has the right to commit fraud, or theft, or to be dishonest in his dealings either with the employer or with the customers of the employer. No employee can claim a right to commit fraud during the course of his employment with his employer and in relation to the affairs of the employer or its customers. The fact that the Tribunal has discretion does not imply that such discretion should be exercised in such a fashion as to ignore the minimum ethical standard to the extent they are required to be maintained by law. It cannot be said that though the

ethical standard in itself is beyond criticism, nevertheless, such standard is not required to be maintained by the employee even when this standard is embodied in the applicable rules and regulations which require integrity to be maintained and which declares dishonesty fraud, theft, misappropriation and the like as misconduct and therefore, his failure to maintain the standard is not to be put against him and further despite the misconduct proved, the employer should be compelled to continue him in his employment with all benefits. Though in cases where it is warranted, justice may be required to be rendered with mercy, that itself however, is not to be carried to the extent of abandoning of ethical standards reflected in the law, on the ground that it is not the function of the Court to be concerned with such moral or ethical standard. The argument advanced for the workman that the workman is not a hardened criminal and therefore, his failure to maintain integrity should be condoned, cannot be accepted. An employer need not wait till such time as the employee commits a series of fraudulent acts before taking action against him. While that may be a factor for reducing the period of incarceration in the event of criminal conviction, it is not the duty of an employer to retain his employee, who has committed fraudulent acts and exhibited dishonest conduct by misappropriating the customer's money thus bringing disrepute to the institution in which he is employed. It is not too much to ask for any employer to expect his workman to maintain a minimum standards of integrity which in fact is being maintained by the vast majority of the workman. The misconduct committed by a small proportion of the total work force is not to be condoned for the asking. Rewarding fraudulent and dishonest conduct amounting to grave misconduct by reinstatement and award of back wages to mock at the integrity and honesty of the vast majority of the workman who are honest, diligent, and law abiding. As observed by Ahmadi J, in *Municipal Corporation of City Ahmedabad Vs. Hussainmiya Chandmiya* (1987 (1) LLN 152) (vide supra) "sympathy cannot be a ground for invalidating the dismissal when such sympathy is totally misplaced, and where the acts committed are grave in nature."

In 1997 (1) LLN 391, *DHARMAPURI DIST. CO-OPERATIVE SUGAR MILLS PALACODE VS. LABOUR COURT, Vellore, K. THIRUVENGADAM*, Division Bench of the Hon'ble High Court of Madras has held as follows :

"Govindasamy J, in the decision in *Air Lanka Ltd., Vs. John William Nathan* (1990 (2) LLN 801) held that loss of confidence in office helper would justify the management in dispensing with his services."

There is an interesting judgement of the Supreme Court of India in *Kerala Solvent Extractions Ltd., Vs. A-Unnikrishnan and another* (1995 (2) LLN 968). The follow-

ing observations in para 7 at page 970 indicate the mind of the Supreme Court, having regard to the recent developments.

“...In recent times, there is an increasing evidence of this, perhaps, well meant, but wholly unsustainable, pendency towards a denudation of the legitimacy of judicial reasoning and process. The reliefs granted by the Courts must be seen to be logical and tenable within the frame work of the law and the jurisdiction of the Courts tends to degenerate into misplaced sympathy, generosity, and private benevolence. It is essential to maintain the integrity of legal reasoning and the legitimacy of the conclusions. They must emanate logically from the legal findings and the judicial results must be seen to be principles and supportable on those findings. Expansive judicial mood of mistaken and misplaced compassion at the expense of the legitimacy of the process will eventually lead to mutually irreconcilable situations and denude the judicial process of its dignity, authority, predictability and respectability”.

The judgement in *Municipal Committee, Bahadurgarh Vs. Krishnan Behari and others* (1996 (2) LLN 881) relates to a punishment imposed on a municipal clerk. The observations of the Supreme Court though relating to a municipal servants cannot be ignored while dealing the any other employee. Observed the Supreme Court as follows in Para. 4, at page 88 :

“... In a case of such nature indeed, in cases involving corruption—there cannot be any other punishment than dismissal. Any sympathy shown in such cases is totally uncalled for and opposed to public interest, the amount misappropriated may be small or large; it is the act of misappropriation that is relevant

Sri Sanjay Mohan also referred to a recent judgement in *Govindarajulu Vs. K.P. V Shaik Mohammed Rowther and Company (Private) Ltd., and others* (1997 (1) LLN 388) (current issue) wherein the following observations are found in para 8 at page 390 :

“... Therefore, the only that should have been adopted by the Tribunal after recording these findings was to reject the claim of the workman and not to proceed any further by directing the management to reinstate the alcoholic workman, as found by the Tribunal, to be rehabilitated and thereby rewarding him for his improper behaviour and misconduct with full backwages for a period or more than ten years. An analysis of the above judgements the position that emerges is that the Court should not entertain a misplaced sympathy towards a workman and should not prejudice the issue from the angle of rehabilitation. The question of rehabilitation and reformation could arise in a case of minor delinquency or misconduct. Where the charges are grave in nature, can the Labour Court exercising power under S. 11A of the Act impose on a management a workman whose presence is likely to affect the morale and discipline of the entire factory? Should the management be embarrassed by the reinstatement of such a workman by denying the managerial function which a management is entitled to, having regard to the facts and

circumstances of the case. In our opinion, the acceptance of such a proposition would only lead to interfering with the managerial functions to the extent of destroying the discipline and control in the entire factory. We are clearly of the opinion that S. 11A of the Act is not intended to embarrass the management to such extent. Section 11A of the Act was introduced to obviate the difficulty felt by the Labour Courts, Tribunals etc. in modifying the judgements of discharge or dismissal on flimsy grounds solely with a view to render justice to the parties. The Labour Courts and Tribunals cannot mechanically use the words “the punishment being disproportionate to the charges”. As observed by the Supreme Court of India unless the Labour Court finds the punishment to be highly disproportionate to the charges, the Labour Court should not interfere. One other aspect of the case may also be noticed before dealing with the judgements cited by Shri N.G.R. Prasad. On the facts of this case, the Labour Court had set aside the domestic enquiry and proceed to take evidence. On the evidence the Labour Court has rendered certain findings, to which we have already made a reference. Having found the second respondent guilty of the charges, while exercising the function of imposing a punishment, the Labour Court is in fact in the position of management, and the sentiments expressed by the management. When they terminated the services of the second respondent have to be kept in mind and we do not think that different principles will apply to the Labour Court while determining the punishment to be awarded to the guilty worker. One can easily see the line of thinking of the Supreme Court of India in relation to the minor and major misconducts. It is time to remind ourselves about the three charges held proved by the Labour Court itself. The first charge relates to negligence in the performance of duties, causing considerable embarrassment to the management. This charge by itself may amount only to loss of confidence, but the second charge relates to dishonesty and temporary misappropriation. It was sought to be argued that temporary misappropriation cannot be equated to theft. It may be so, but the intention of the worker and his general attitude are clearly visible from the proof of the said charge. The third charge relates to the demand of bribe of Rs. 100 from one Balasundaram and Rs. 200 from P.K. Natesan. This in our view, is very serious charge and could undermine the very reputation of the management. We are of the opinion that when the Court is faced with three charges, all of which have been proved by evidence adduced before the Labour Court itself, it would be improper to have any misplaced sympathy in favour of the worker. The question of rehabilitation would only result in the destruction of discipline and morality in the entire factory. Section 11A of the Act was not certainly intended to cause such an embarrassment to the management. In other words, we are of the opinion that the views expressed by the Labour Court in its concluding portion, in relation to the punishment, can never be sustained as views which reasonable person can take. In other words, the views of the Labour Court, which we have already extracted in our judgement can only

be characterised as “perverse”. Various judgements of the Supreme Court cited above do give power to the High Court to interfere with the impugned award of the Labour Court. In this view of the matter, while upholding the findings of the Labour Court on the charges, we set aside the order of the Labour Court in so far as the punishment portion is concerned.

The award of the Labour Court, dated January 19, 1995, shall stand quashed and the second respondent shall stand dismissed from service with effect from November 13, 1986 : “In other words, the non-employment of the second respondent is held to be justified.”

In 1998 (3) LLN p 652, C. EDWARD THEESIAH Vs. CANARA BANK, MADRAS the Hon'ble High Court of Madras had held as follows :

“The Supreme Court in the recent judgement reported in Union Bank of India Vs. Vishwa Mohan [1998 (3) LLN 90] while dealing with the bank officers, it is stated as follows, in Para 11, at page 94;

“.... It needs to be emphasized that in the banking business absolute devotion, diligence, integrity and honesty needed to be preserved by every bank employee and in particular the bank officer. If this is not observed, the confidence of the public depositors would be impaired ...”.

The integrity and honesty should be perfect. The petitioner herein undoubtedly had no integrity and honesty, which is clear from the charges framed and proved against him.”

From the judgements cited above, it is clear that even though the concerned workman might have had a meritorious service in the past, or an unblemished service, still the Tribunal cannot interfere in the punishment awarded on a proved misconduct touching the moral turpitude and the integrity of the concerned workman.

In the result, award passed dismissing the claim of the petitioner. No costs.

Dated this the 8th day of April 1999.

S. ASHOK KUMAR, Industrial Tribunal

WITNESSES/EXAMINED : For both sides : None.

For workmen : Documents marked (All Xerox)

Ex. W.1	22-1-83	Enquiry officer's letter
Ex. W.2	27-1-83	A.J. Bensem's (DW1) Certificate
Ex. W.3	29-1-83	Postal cover
Ex. W.4	28-1-83	Some Pages of the enquiry proceedings

Documents marked by Management (All Xerox)

Ex. M.1	25-9-81	Charge sheet issued to the workman
Ex. M.2	28-10-81	Reply of the workman to the charge sheet

Ex. M.3	11-2-82	Disciplinary Authority's letter to the workman advising the date of enquiry
Ex. M.4	25-2-82	Workmen's letter to the Discipline Authority
Ex. M.5	18-9-82	Disciplinary Authority's letter to the workman advising date of enquiry
Ex. M.6	5-10-82	Workman's letter to the Disciplinary Authority
Ex. M.7	13-10-82	Disciplinary Authority's letter to the workman advising adjournment of enquiry at the request of the workman
Ex. M.8	17-11-82	Disciplinary Authority's letter to the workman advising date of enquiry
Ex. M.9	20-11-82	Disciplinary Authority's letter to the workman advising change of place of enquiry
Ex. M.10	26-11-82	Workman's letter to the Disciplinary Authority
Ex. M.11	2-12-82	Disciplinary Authority's letter to the workman advising date of enquiry
Ex. M.12	7-12-82	Disciplinary Authority's letter to the workman advising date of enquiry from 27-1-83
Ex. M.13	26-1-83	Workman's letter to the Disciplinary Authority seeking postponement of enquiry
Ex. M.14	28-1-83	Enquiry Officer's letter to the workman advising date and time of enquiry
Ex. M.15	28-1-83	Doctor A. J. Bensem of Bensem Hospital Certificate regarding workman's fitness to attend the enquiry
Ex. M.16	28-1-83	Enquiry Proceedings
Ex. M.17	23-8-83	-do-
Ex. M.18	6-12-83	-do-
Ex. M.19	28-2-84	-do-
Ex. M.20	29-2-84	-do-
Ex. M.21	27-7-84	-do-
Ex. M.22	18-10-84	-do-
Ex. M.23	30-10-84	-do-
Ex. M.24	2-2-85	AGM's letter regarding appointment of Shri P.K. Sundaraganapathy
Ex. M.25	4-3-85	Disciplinary Authority's letter to the workman regarding his appointment as Disciplinary Authority

Ex. M.26	24-6-85	Enquiry Proceedings	Ex. M.56	28-6-79	Cheque No. 129123 for Rs. 3000 of D. Rosammal
Ex. M.27	23-9-85	-do-	Ex. M.57	18-8-79	Withdrawal slip for Rs. 1000 of D. Rosammal
Ex. M.28	25-11-85	-do-	Ex. M.58	4-3-80	Withdrawal slip for Rs. 800 of D. Rosammal
Ex. M.29	25-2-86	-do-	Ex. M.59		S.B. Passbook No. SBC 399 of Mrs. D. Rosammal and K. Nirmala
Ex. M.30	25-3-86	-do-	Ex. M.60	23-1-83	Dr. Bensam's Certificate
Ex. M.31	2-4-46	-do-	Ex. M.61	28-1-83	-do-
Ex. M.32	15-4-86	-do-	Ex. M.62	2-2-83	-do-
Ex. M.33	2-5-86	-do-	Ex. M.63		Local delivery book of IOB, Nagercoil branch (folio 1 & 3)
Ex. M.34	26-6-86	-do-	Ex. M.64	28-1-83	Enquity officer letter addressed to workman
Ex. M.35	27-6-86	-do-	Ex. M.65		S.B. Passbook A/c 4170 of Shri R. Anderson and Kamalam
Ex. M.36	26-8-86	-do-	Ex. M.66		S.B. passbook A/c. No. SBC-943 of Mrs. T. Rutus
Ex. M.37	27-8-86	-do-	Ex. M.67	27-7-84	Dr. Theodore Kamalam and Shri R. Anderson
Ex. M.38	14-3-87	-do-	Ex. M.68		Statement of Sri Anderson Kamalam given to CBI.
Ex. M.39	27-8-86	-do-	Ex. M.69		Statement of Ravisankar given to CBI
Ex. M.40	16-3-87	-do-	Ex. M.70		—do—
Ex. M.41	10-7-87	Summing up of defence of the workman	Ex. M.71		S.B. Passbook SBC-109 of Mrs. Gracelet Arumainayagam.
Ex. M.42		Findings of the Disciplinary Authority	Ex. M.72		Ledger Extract of S.B. A/c. No. 399 (old No. 3465) of D. Rosammal and K. Nirmala
Ex. M.43	28-9-87	Show cause notice issued to the workman by the Disciplinary Authority	Ex. M.73		Ledger Extract of S.B. A/c. No. 943 of Sri. T. Rufus Dr. Theodore Kamalam and Sri R. Anderson.
Ex. M.44	9-12-87	Reply to show cause notice given by the workman	Ex. M.74	31-7-80	FIR registered by CBI Inspector
Ex. M.45	9-12-87	Proceedings of show cause hearing given to the workman by the Disciplinary Authority	Ex. M.75		S.B. Passbook A/c. No. 7269 of Sri C.N. Sigamani
Ex. M.46	11-12-87	Original order of punishment issued to the workman by the Disciplinary Authority	Ex. M.76		Passbook of ACWD A/c. No. 3/72 of Miss. Shanthi by Sri. C.N. Sigamani
Ex. M.47	4-3-88	Appeal preferred by the workman	Ex. M.77		Passbook of ACWD A/c. No. 4/72 of Miss. Soji Anne Bell by FXG Sri C.N. Sigamani
Ex. M.48	9-5-88	Appellate order issued to the workman	Ex. M.78	8-11-75	Debit voucher of overdue deposit A/c ACWD 3/72 & 4/72 for Rs.180
Ex. M.49	1-8-78	Withdrawal slip for Rs. 6000 by T. Kumaradhas	Ex. M.79		Passbook of S. B. A/c. No. 9499 of Sri Samuel Paul
Ex. M.50	1-2-78	Withdrawal slip for Rs. 900 by T. Kumaradhas			
Ex. M.51		S.B. 5442 Pass book of T. Kumaradhas			
Ex. M.52		-do-			
Ex. M.53		Statement of T. Kumaradhas to CBI Inspector			
Ex. M.54		-do-			
Ex. M.55	13-9-90	Statement of Mrs. D. Rosammal given to CBI Inspector			

Ex. M.80		Ledger A/c. of SB 9499 of Sri Samuel Paul
Ex. M.81	6-12-78	Withdrawal slip for Rs. 2300 in S.B. A/c No. 9499 of Sri Samuel Paul
Ex. M.82	12-12-78	Withdrawal slip for Rs. 550 in S.B. A/c No. 9499 of Samuel Paul
Ex. M.83	16-5-79	Letter of Miss. S. P. Latha D/o. Samuel Paul
Ex. M.84	16-5-79	Debit Voucher for Rs. 3700
Ex. M.85	24-11-82	Disciplinary Authority letter to workman

Sd/- Industrial Tribunal

नई दिल्ली, 29 जून, 1999

का. आ. 2051.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्पोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-99 को प्राप्त हुआ था।

[सं. एल.-12012/127/97-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 29 June, 1999

S.O. 2051.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 28-6-99.

[No. L-12012/127/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CUM LABOUR COURT, BANGALORE

Dated the 21st June, 1999

Present

JUSTICE R. RAMAKRISHNA,

PRESIDING OFFICER

C. R. No. 46/98

I Party

The General Secretary,
Corporation Bank Employees
guild, Anand Plaza,
Anand Rao Circle,
Bangalore-9.

II Party

The Chief Manager,
Corporation Bank,
Head Office,
Mangalore-575001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-Sec. 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-12012/127/97/IR(B-II) dated 24-04-1998 for adjudication on the following schedule;

SCHEDULE

“Whether the punishment of stoppage of two increments with cumulative effect imposed on Shri S. Narayana by the Management of Corporation Bank is legal and justified? If not, to what relief the said workman is entitled?”

2. The disciplinary authority has imposed the punishment of stoppage of two increments with cumulative effect to the workman S. Narayana, after conducting a domestic enquiry on the allegation of the charge framed against him vide charge sheet Ex-W1 dated 31-03-95. The allegation of charge in brief, is summed up as follows :

“That the CSO has committed gross negligence while carrying out the Cash remittance duty in not ensuring the safe custody of the cash of Rs. 3 lakhs entrusted jointly to CSO and Shri Shivappa Naik facilitating theft of the said cash on 18-10-1994 at Rambhavan Complex Branch Mangalore”.

3. The undisputed facts are that on 18-10-94 a telephonic request was made from Baikampady branch to K. Trivikrama Kamat, Sub-Manager of Mangalore Ram Bhavan Complex Branch about an urgent cash requirement of Rs. 3 lakhs. When the Sub-Manager accepted to release the amount the CSO and M. Shivappa Naik, Peon were deputed with the return cash indent form. After telephonic conversation this branch felt the need of another Rs. 50,000. For having sent the indent form for release of Rs. 3.50 lakhs, the CSO and the Peon went to that branch and contacted Sub-manager, but since some time is required to remove the cash from the Strong Room the CSO was in the process of doing other formalities. Meanwhile the Sub-manager relying on the earlier telephonic conversation, appears to have been in possession of Rs. 3 lakhs. The CSO who had some conversation with some of the Staff Members having notice that only Rs. 3 lakhs were handed over which was kept in the box by the peon Naik, informed the indent form is for Rs. 3.50 lakhs. In that process the CSO and other Staff of the Bank heard shouting of the Peon Shivappa Naik that the box containing Rs. 3 lakhs is found missing. All the Staff of the Bank became alert and found that the bag containing Rs. 3 lakhs were not found there. It is found the said Naik was holding Rs. 50,000 which was paid to him subsequently. Police were also alerted and later the Management framed a charges against CSO and Shivappa Naik. It appears separate domestic enquiries conducted one against CSO and another against Shivappa Naik.

4. The Enquiry Officer who was a Retired District and Sessions Judge has conducted domestic enquiry indepen-

dently against CSO and Shivappa Naik. In the enquiry against CSO, the enquiry officer after assessment of evidence came to the conclusion that the CSO has not committed any misconduct or negligence in missing of Rs. 3 lakhs. It is made known that Shivappa Naik was found guilty of gross negligence and he was dismissed from service.

5. The cause of this workman is espoused by the General Secretary of the Employees Guild.

6. After reference is received, Notices are sent to the 1st Party and 11nd Party. The 1st Party appeared and field a detailed claim statement, which is nothing but reiteration of what is stated before the enquiry officer and the Management. The 11nd Party even after receipt of a notice from this Tribunal failed to appear on the day fixed for the appearance and even on the adjourned dates. Therefore the 11nd Party has been placed Ex-party and the concerned workman was directed to give his evidence in support of his contentions.

7. The Learned Advocate examined concerned Workman as W 1 and as many as 8 documents are marked from Ex-W1 to Ex-W8.

8. In this dispute the validity of domestic enquiry was not challenged by the workman as the report of the enquiry officer was in his favour. The Disciplinary Authority has not accepted the report of the enquiry officer as it relates to exoneration of charges against the CSO. The disciplinary authority has given its own reasoning in not accepting the report of the enquiry officer. Having come to the conclusion that this workman also negligent in disappearance of Rs. 3 lakhs has imposed punishment cited above. The appellate authority has not considered the contention of the 1st Party and it has confirmed the order of Disciplinary Authority.

9. Shri N G Phadke, the learned advocate for the Workman has submitted that the report of the E.O. is given by a Judicial Officer of vast experience, after examining the evidence carefully and in accordance with settled principles of Law in favour of the Workman. Non-acceptance of this Report by the disciplinary authority by substituting the penalty the said order is a perverse order.

10. There is sufficient force in the submission of the learned advocate. Added to this the second party has not appeared before this Tribunal to justify the action taken by them. As per the settled principles of Law, the schedule to reference the basic proof is heavy on the second party which they are required to prove in accordance with law. Since the second party failed to substantiate the action taken by them, the logical conclusion is that there is no case to substantiate their action before this Tribunal.

ORDER

11. In regard these facts and circumstances the order of disciplinary authority, imposing punishment of stoppage of two increments with cumulative effect and affirmed by the appellate authority is hereby set aside. In the result the following order is made. The 1st Party Workman is entitled to

the increments which the management stopped illegally. In the result, the reference is answered accordingly.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 29 जून, 1999

का. आ. 2052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-99 को प्राप्त हुआ था।

[सं. एल.-12012/402/95-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 29 June, 1999

S.O. 2052.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 28-6-99.

[No. L-12012/402/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 15th June, 1999

Present

JUSTICE R. RAMAKRISHNA,

PRESIDING OFFICER

C. R. No. 176/1997

I Party

P. T. Devasia
No. 37, Banashankari Nilaya
J. M. Road, M. S. Lane,
Road,
Narayanashetty Pet
Bangalore-560 002

II Party

The Regional Manager,
Allahabad Bank,
Himayat Nagar Main
Hyderabad-29

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No.L-12012/402/95-IR(B-II) dated 1-12-1997 on the following schedule.

SCHEDULE

“Whether the action of the management of Allahabad Bank is justified in discharging Sri. P.T. Devasia from service w.e.f. 26-2-94 ? If not, to what relief is the said workman entitled ?”

2. The services of the first party was terminated by an order of discharge as shown in the schedule. The second party have conducted a domestic enquiry on the allegation of charge made against him. An enquiry officer was appointed to conduct a domestic enquiry on the allegation of charge enumerated in the charge sheet. The enquiry officer has conducted the domestic enquiry inspite of so many obstacles and ultimately was able to conclude the enquiry. He has submitted a report on this enquiry vide his findings dated 29-12-1993. The disciplinary authority accepted the findings. After giving necessary notice to the first party, on the proved misconduct an order of discharge was passed against him. This order was upheld in the appeal. The workman raised an Industrial Dispute. On the failure of the conciliation, this reference is sent for adjudication.

3. The workman has filed his claim statement through his Advocate on 6-10-1998. He has denied for having committed the misconduct enumerated in the charge sheet. He has attacked the validity of domestic enquiry from Para No.5 to Para No. 14. Thereafter he has contended that the report of the enquiry officer is a perverse finding and the order of discharge on such finding is not sustainable under law. He has contended that the punishment is disproportionate to the proved misconduct. Ultimately he states that “even agreeing for the sake of argument he is guilty of alleged charges, the punishment imposed on him is most disproportionate and therefore Section 11A should be pressed into services to set aside the order of discharge”.

4. The second party have filed their counter statement in the form of objection. They have denied almost all the contentions raised by the first party in his claim statement, both on the validity of domestic enquiry and on the order of discharge. They have also highlighted as to how the first party brought hurdles to conduct the domestic enquiry by filing frivolous suits, in Civil Courts and also writ petitions before the High Court of Karnataka.

5. They have further contended that the findings of the domestic enquiry, prime-facie, proved the misconduct and therefore this tribunal shall not interfere with the said findings.

6. Primarily this tribunal has framed a preliminary issue on the validity of domestic enquiry as follows :—

“Whether the second party proves that the departmental enquiry conducted against the first party workman was in accordance with settled principles of law, bipartite settlement and principles of natural justice”?

7. After recording the evidence of enquiry officer and the workman this tribunal gave a finding on 8-3-1999, in

favour of the management. Thereafter parties are allowed to urge on the question of perversity, discrimination and unfair labour practise.

8. The allegation of charge made against the workman is to be found vide charge sheet dated 6-8-1988. The article of charge are made on three misconducts. The first charge is that on 7-6-1988, the first party working as a Cash Clerk and handling payments counter received cash on three occasions from the strong room aggregating a sum of Rs.4,87,398.01. After the days transaction was over while handing over the balance of days cash he has handed over to official cashier incharge, Rs.1 lakh less than what should have been actually required to return.

9. The second charge is while working as a cash clerk on 3-6-1988 he was deputed to RBI for cash remittance. A sum of Rs.3,000 was paid to him to debit recovery suspense account for the purpose of exchange of soiled notes. He has not deposited the said sum of Rs.3,000 towards adjustment of recovery suspense account and has committed an act of mis-utilising the Bank funds.

10. The third charge is that he was in the habit of incurring excessive debts by borrowing money from some of the customers of the bank and thereby he has derived pecuniary advantage by misusing his official position and tarnished the image of the Bank.

11. Before taking into consideration the merits of the case by looking into the evidence, both oral and documentary, on the basis of which the enquiry officer gave a finding of guilt on all the charges, it is not out of place to record the conduct of this workman during the course of defence representative as disclosed and which should be distinctly understood not as a right of the person to defend his case within the framework of law and procedures, but the tendency of a workman who deliberately and intentionally bringing hurdles, knowing that such course of action will bound to fail, is altogether a different aspect of the matter.

12. In the set of these circumstances the management tried to prove the allegations made against the workman by placing materials before the enquiry officer and it is upto the enquiry officer to appreciate the material placed before him to give a finding either in favour of the workman or against him. If the enquiry officer committed breach of statutory principles of law in the matter of appreciation of evidence to give a finding other than what it should be the tribunals will interfere with such report if such orders are perverse. If any element of bias is attributed to the enquiry officer on the set of facts and circumstances, there would not be any difficulty for the tribunal to draw its conclusion on this allegation on the proved facts. The factum or victimisation and unfair labour practice shall be proved by the workman with proper and acceptable materials. A mere allegation of this nature without any proof will stand as a mere allegation which cannot be confirmed as proved facts.

13. The tribunals are empowered to go into these materials independently on the materials placed by the parties. The appreciation of evidence is not the sole concern of the tribunal unless it is shown, that by appreciating the valuable evidence no person of even an ordinary prudence will come to such a conclusion. The perversity is the fact where a finding is not based on legal evidence but only by way of surmises and conjectures.

14. The above observations are made as this tribunal recorded the evidence on the conclusion of deciding the validity of domestic enquiry and by that process the second party have placed ample evidence to show the conduct of the first party which requires special attention.

15. The allegation of charge is clear and un-ambiguous. The charge sheet is dated 6-8-88. The first party gave his reply on 11-1-1989. He raises several contention of his legal right, and as it relates to the allegation, he claims a mere innocence. An alleged voluntary information though spoken to, was not relied by the second party, as they intended to prove the allegation by independent evidence.

16. We have discussed extensively in the order passed on the validity of domestic enquiry on 08-03-1999, at Para Nos. 9, 10, 11 highlighting the conduct of this workman. Infact he has stalled the proceedings with so many ingenuous methods which cannot be done by a person of ordinary prudence. He filed original suites and obtained exparte stay or exparte injunctions for the continuation of domestic enquiry. The management taken these facts into consideration and they have contested of the suits which later become infructuous in view of the fact the interim orders passed by the courts are dismissed.

17. The first party also filed writ petition, which also came to be dismissed and knowing the real facts of the incidents. He makes the bank officials to visit his house, hospital and other places to know his whereabouts. He has raised the contention of not understanding English, inspite of his long services in the bank as a Clerk. He makes the enquiry proceedings to adjourn unnecessarily on the plea of getting a defence representative and also an Advocate.

18. He has made the second party to send number of notices by RPAD, ordinary post, certificate of posting and by personal delivery. He has systematically made his interference to stall the proceedings from 3-10-1991 to 2-12-1993. The report of the enquiry officer bares testimony to the facts narrated above.

19. The learned Advocates argued this dispute extensively and the first party also filed written arguments.

20. Since the first party is not able to place any material that the report of the enquiry officer was perverse, there is no necessity to re-appreciate the evidence only to arrive at a different conclusion. The tribunals are not empowered to re-appreciate, the evidence in all-together different manner than the same being appreciated by the enquiry officer, as it amounts to review of an order.

21. The workman by his own conduct has failed to cross examine the witness fully relied by the second party and he has to blame himself. He cannot attribute the opportunity being not extended as he himself is responsible to make a mess of the enquiry, initiated against him.

22. The Learned Advocate for the first party Shri K.V.S. has submitted that this case requires a reformatory approach. Making the point clear, the learned Advocate relied on a decision in *Scooter India V/s. Labour Court*, AIR, 1989, SC 149, There is no doubt that the Learned Chief Justice of Supreme Court along with Justice Natarajan, on the facts and circumstances of the case illustrated before the court have suggested reformatory approach in that case.

23. The misconduct alleged against the particular workman was shouting slogans, as he developed a bad blood between himself and the management and thereafter his contention motivated by ideals and made him to behave rough the rudeness. This analogy or law is not applicable to a misconduct leading to mis-appropriation of Banks money.

24. Shri S. N. the learned advocate for the second party has initially submitted that the facts and circumstances placed and proved clearly demonstrate that the workman has committed a grave misconduct and on that basis alone he is not entitled to have any benefit in his favour by this tribunal.

25. In *D.Padmanabhudu Vs Bank of India and ANR* 1995 (1) LLJ 1076 it is decided :

Once the enquiry is properly held and the management has thought fit to pass an order of dismissal considering the nature and gravity of the act committed by the employee, it is not for the court including the Labour Court to interfere with such orders of the management. This being a case of mis-appropriation by a person who was holding the position of Accounts Clerk in a Bank it cannot be said that the Bank had taken a wrong view of the matter and the punishment was unduly harsh.

26. In *Union Bank of India Vs Vishwa Mohan* AIR 1998 SC 2311 it is decided :

The Hon'ble Supreme Court has categorically held that the court cannot go into the question of imposition of punishment. It is for the Disciplinary Authority to consider what would be the nature of the punishment to be imposed upon the misconduct proved against him.

27. As it regards to the punishment in *State of Karnataka and Others Vs. H. Nagaraj* JT 1998 (9) SC 37, The Supreme Court as it regards to proportionality of punishment held :

Dismissal—punishment imposed after departmental enquiry—proportionality when to be considered principles of proportionality can be invoked regarding punishment only in a case where the punishment was totally irrational in the sense that it was in outrageous defiance of logic or moral standards. The order of the Tribunal is set aside and the order of the appellate authority is restored.

28. In Union of India Vs. Parmananda JT 1989 (2) SC 132. The Supreme Court once again laid down the law with regard to the punishment :

Dismissal from service. Inquiry Officer finding the respondent guilty of fraudulent act for self aggrandisement—Penalty of dismissal imposed by the disciplinary authority—scope of jurisdiction, power and authority of Tribunal—Held that the tribunal have no discretion or power to interfere with the penalty which is lawfully imposed.

29. Having regard to these facts and circumstances merely because the police have filed a 'C' report on the complaint filed by the management in respect of this offence, the first party will not absolve from the findings given in the domestic enquiry.

Having regard to these facts and circumstances the action of the management in discharging the first party workman is justified.

The reference is answered accordingly.

(Dictated to the stenographer, transcribed by her, corrected and signed by me on 15-6-1999.)

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 29 जून, 1999

का. आ. 2053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-6-99 को प्राप्त हुआ था।

[सं. एल.-12012/25/93-आई आर (बी-II)]

सी. गंगाधरन, डैस्क अधिकारी

New Delhi, the 29th June, 1999

S.O. 2053 :—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 28-6-99.

[No. L-12012/25/93-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, CHENNAI

Wednesday, the 31st day of March 1999

PRESENT:

Thiru S. Ashok, M. Sc., B.L.,

Industrial Tribunal

Industrial Dispute No. 73 of 1993

(In the matter of the dispute for adjudication under Section 10 (1) (d) of the I.D. Act, 1947 between the Workman and the Management of Union Bank of India, Madras).

BETWEEN

The workman represented by

The General Secretary,

Union Bank Emp. Union (T.N.)

C/o Union Bank of India,

139, Broadway, P.B. No. 1931,

Madras-600 108.

AND

The General Manager,

Union Bank of India,

139, Broadway,

P.B. No. 1931,

Madras-600 108.

Reference : Order No. L-12012/25/93-IR(B.II), Ministry of Labour, dated 30-7-93, Govt. of India, New Delhi.

This dispute coming on for final hearing on Thursday, the 11th day of March, 1999 upon perusing the reference, claim, counter statements and all other material papers on record, and upon hearing the arguments of Tvl. T.S. Gopalan, P. Ibrahim Kalifulla, & C. Srinivasavardhan, Advocate appearing for the respondent, management, and of Tvl. Row & Reddy, Advocates appearing for the petitioner-union, and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the management of Union Bank of India in imposing a punishment of stoppage of three increments with cumulative effect on Sri Ramaiyan is justified ? If not, what relief is the workman entitled to ?"

2. The main averments found in the claim statement filed by the petitioner union are as follows :

The workman C. Ramaiyan, was employed as a Head Cashier in Bodinayakanur Branch at Madurai, and had put in 14 years of blemishless record of service. The workman was charge sheeted on 7-1-89 for the charge that (1) he had taken a bribe of Rs. 250 from Shri A. Raj for getting him a loan of Rs. 5,000 from the branch for purchase of bullocks and bullock car; and (2) he had misappropriated the entire loan amount of Rs. 12,600 sanctioned to one Mr. Gopal and (3) he misappropriated a loan amount of Rs. 5,000 sanctioned to one Mr. P. Jakkiah. He was in the habit of heavy borrowing from Shri Subbiah and M/s. Urvasi Textiles. The workman gave an explanation dt. 9-3-1989 denying the charges framed

against him, and also requested the Bank to give him copies of the reports based on which the above charges were alleged against him, so that he can give a detailed explanation. However, the respondent failed to give the reports, but conducted a farce of an enquiry. In the enquiry 4 witnesses were examined by management and the workman examined himself and Mr. S. Jayaraman, Special Assistant, Bodinayakanur branch a defence witnesses. Management marked 63 exhibits and workman marked 17 exhibits. In the enquiry, many documents were marked without examining the author of the documents. Workman was thus denied a reasonable opportunity to establish his innocence at the enquiry. This has put the workman to great prejudice, and hence the enquiry is in violation of the principles of natural justice. In the enquiry, none of the charges were established. There was no evidence to establish the charge that he received Rs. 250 to get a loan of Rs. 5,000. The workman was only a cashier in the Bank and he had no authority to sanction loan, nor was it possible for him to get loan for others. It was not established at the enquiry as to how and in what manner the workman helped Shri A. Raj to get the loan. As to the second charge that the workman misappropriated the entire loan amount of Rs.12,500 there was not a semblance of evidence to prove that he had misappropriated the amount. It is not clear as to how, for a loan in the year October 1985, he was charge sheeted only on 7-1-89, that too on the ground that he had misappropriated the entire amount. Gopal who is the applicant for the loan did not give any complaint to the Bank till the year 1989. It is alleged that there was discrepancy in the signature in the application form as well as in the security documents. No handwriting expert was examined to prove that there was a difference in signatures and if so, whose signature it was. As regards the third charge that the workman misappropriated the entire sum of Rs. 5,000 being the loan amount sanctioned to one P. Jakkiah, the petitioner union have marked the affidavit of P. Jakkiah signed before a Notary Public wherein he clearly stated that he had availed the loan. This was marked as DE-14. No valid reasons were given by the Enquiry officer as to why he was not relying upon the same. The Enquiry officer-cum-Disciplinary authority failed to appreciate the evidence on record in the proper perspective and he has held that all the charges are proved. The Enquiry officer found that the charge that Rs. 250 was taken as bribe from one Raj as proved on surmises and conjectures. The Enquiry Officer found that A. Raj would not have given a complaint unless he had given Rs. 250 as bribe. This can hardly be a reason to hold an employee guilty of a serious misconduct like bribe. As regards the charge that workman had misappropriated a sum of Rs.12,500 there was no evidence to establish the charge foisted on him. It was alleged by the respondent that the guarantor, Subbiah, had repaid the loan and got it reimbursed from the workmen. Subbiah who is the crucial witness to the charge was not examined by the bank. When it was pointed out, the Enquiry officer, in his findings stated that the workman could have examined him. It is cardinal principle that where a person is charge sheeted

by the employer, it is for the employer to bring in all relevant evidence to prove the charge and not for the employee to lead evidence to disprove the same. As regards the charge that the workman had misappropriated an amount of Rs. 5,000 sanctioned as loan to one Mr. Jakkiah, there was no acceptable evidence to establish the charge. The Enquiry officer failed to give any plausible reasons for not relying upon the affidavit of Jakkiah signed before a Notary Public wherein he clearly stated that he has availed the said loan. This was marked as DE-14. As regards the charge that workman availed loan from M/s. Urvasi Textiles and Subbiah (a minor misconduct) workman admitted the same and punishment of warning was imposed on him. The findings of the Enquiry officer are one sided, biased and perverse. There was no evidence to establish the charges alleged against the workman. Based on his findings, the Enquiry officer-cum-Disciplinary Authority proposed to impose a punishment of four increment cut with cumulative effect on the first charge and punishment of two increment cut on the second charge and warning for the third. The workman attended the personal hearing held on 26-1-90 and 28-3-90 and brought out the entire facts and pleaded that he may be absolved of all the charges. The Disciplinary authority without appreciating the evidence on record in the proper perspective and without considering workman's plea in the personal hearing has just reaffirmed his finding that all the charges are proved, but however, he modified the punishment to one of stoppage of three increment with cumulative effect for the first misconduct, stoppage of two increments for the 2nd misconduct and warning for the minor misconduct. The workman preferred an appeal on 18-5-90, wherein he demonstrated as to how the charges were not proved and that it was not supported by any evidence. However, the Appellate Authority without independently appreciating the material on record, mechanically affirmed the findings of the Disciplinary Authority and rejected the appeal on 27-12-1990 which was communicated to him on 7-1-1991. The workman filed a review on 3-9-1991 and the same was rejected on 21-10-91 on the ground that there was no review against the order of the Appellate Authority. The punishment of stoppage of 3 increments and 2 increments with cumulative effect are harsh and grossly disproportionate to the misconduct alleged against the workman. The workman had put in 14 years of blemishless record of service. The punishment of increment stoppage has put him to severe financial constraints apart from prejudicing the workman's chances of promotion. The petitioner prays to pass an award to set aside the punishment of 3 increments and 2 increments cuts with cumulative effect and to reimburse the deducted amount with interest at 18% per annum.

3. The main averments found in the counter statement filed by the respondent are as follows :

The concerned workman Th. Ramaiah was employed as Head Cashier in Bodinayakanur branch of the respondent bank from September 1980 to May 1987. When the loan accounts of the said branch were checked by the Branch Manager of the South Masi Street, Madurai and the RDO it came

to light that a sum of Rs. 5,000 was sanctioned and disbursed to one A. Raj for purchase of bullocks and bullock-cart. The said A. Raj was shown as a resident of Kandasamipuram, Uthamapalayam Taluk. On verification it was found that he was not a resident of that place. There was no loanee by name M. Gopal who was also shown as a resident of the same village. When Gopal was contacted, he denied having received any loan from the respondent, he never visited the bank at all, and that he had not executed any loan document for the loan. As per the records, one Subbiah was a guarantor for the loan of Gopal. When he was contacted, he informed the officials that he had never availed the loan but the loan was availed by the concerned workman Ramaiyan himself. With the help of the said Gopal, the officials were able to trace A. Raj. When A. Raj was enquired, when he approached the concerned workman Ramaiyan for getting a loan, the concerned workman demanded Rs. 250 as bribe for getting the loan of Rs. 5000, that he was a permanent resident of Bodinayakanur and the workman obtained his signature in blank white paper and asked him to contact after some time that when he reminded the workman about the loan, he was asked to approach one Mohammed Galeel of Thinmanayakanpatti village. That on enquiry, he came to know that Ramaiyan had availed the loan in his name, he gave a compliant to the branch and that later on the workman was transferred from Bodinayakanur and therefore he could not avail a loan and when he approached the bank for issue of a 'No due certificate' the branch refused to issue the certificate on the ground that the loan was outstanding in his name. Therefore, he went to Nadukaveri branch where the workman was working and when he asked the workman about the loan the workman promised that the loan will be repaid by him within a week's time and that he would also meet his expenses for going to Nadukaveri branch. As far as the loan sanctioned to Gopal was concerned, it was obtained by foreging the signature of Gopal and the loan was availed by the workman himself and the loan was repaid by Subbiah who stood as guarantor. The concerned workman was also in the habit of borrowing monies from Subbiah and Urvashi textiles, Bodinayakanur. He had borrowed Rs. 6500 from Subbiah and his total debts are to the tune of Rs. 45,000. The concerned workman has also misappropriated Rs. 5,000 being the loan amount sanctioned to one P. Jakkiah on 7-5-86. With regard to the above transactions, on 7-1-89 a charge sheet was issued to concerned workman charging him with the misconduct under Clause No. 5(j) and 7(1) of Chapter XIX. Workman was asked to attend a domestic enquiry and in the enquiry, 7 witnesses were examined in support of the charges. The workman examined two witnesses. The Enquiry officer gave his report on 17-3-90 holding that the charges against the concerned workman were proved. The Disciplinary Authority proposed a punishment of stoppage of 4 increments with cumulative effect on the first act of misconduct and stoppage of 2 increments with cumulative effect on the second act of misconduct. The concerned workman was asked to appear for a personal hearing on 26-3-90. The personal hearing took place

on 28-3-90. After considering his representation, the Disciplinary Authority passed orders on 29-3-90 imposing a punishment of stoppage of 3 increments with cumulative effect for the first misconduct. The punishment awarded to the concerned workman is perfectly valid and justified and the same should not be interfered with. The list of documents was furnished to the concerned workman and out of 63 documents marked in support of the charges, the documents were maintained by the Branch in the course of its business and some of them were correspondence exchanged between the concerned workman and Subbiah. A. Raj who gave the bribe of Rs. 250 to the concerned workman was examined, as a witness and whether the concerned workman had the authority to sanction the loan or not. A. Raj approached him for the loan and he paid Rs. 250 which was demanded by the workman. The irregularities of the concerned workman came to light only during verification which was conducted in December 1987 and January 1988. The disciplinary action against the concerned workman was initiated only after the completion of investigation. R. Jakkiah was examined as a witness in the enquiry and the charge relating to the loan sanctioned to the said Jakkiah was spoken to by the Investigation Officer. The affidavit of Jakkiah was got up for the purpose of the case and therefore the Enquiry officer rightly refused to rely on the said affidavit. The evidence let in the enquiry was sufficient to establish the charges against the concerned workman. The Enquiry officer rightly found that the charge against the concerned workman were proved. The findings of the Enquiry officer is based on the evidence let in before him and the said finding cannot be assailed. The charges proved against the concerned workman merited the punishment of stoppage of increment as ordered by the Disciplinary Authority. The propriety of the punishment cannot be gone into by this Tribunal as it is not a case which arises under S. 11A of the I. D. Act. If the Tribunal comes to the conclusion that the enquiry was conducted confirming the principles of natural justice and findings are justified, there is no scope for the Tribunal to interfere with the punishment. In any event, the punishment awarded to the concerned workman cannot be said to be excessive, harsh, or disproportionate to the charges proved against him. The petitioner union has not made out a case to interfere with the punishment awarded to the concerned workman. The respondent prays to dismiss the claim.

4. On behalf of the petitioner Ex. W-1 to W-48 were marked by consent. On behalf of the respondent Ex. M. 1 to M. 3 were marked by consent.

5. The point for consideration is : whether the action of the management of Union Bank of India in imposing a punishment of stoppage of 3 increments with cumulative effect on Sri Ramaiyan is justified ? If not to what relief is the workman entitled ?

6. **The Point :** Thiru. Ramaiyan the workman concerned in this dispute was employed as Head Cashier in the Bodinayakanur branch of the respondent bank from September 1980 to May 1987. When the loan accounts of the said

branch were chkd by the Branch Manager of South Masi Street, Madurai and RDO, certain irregularities came to light based on which Ex.W-1 charge sheet dt. 7-1-89 was issued to the workman. The charges are (1) He has taken a bribe of Rs. 250 from Sh. A. Raj for getting a loan of Rs.5,000. (2) He had misappropriated the entire loan amount of Rs.12,500 sanctioned to one Mr. Gopal (3) He has misappropriated entire amount of Rs.5,000 sanctioned to one P. Jakkiah. The workman C. Ramaiyan gave his explanation Ex.W-2 dated 9-3-89. Not satisfied with the explanation of the workman, the respondent ordered for a domestic enquiry. In the domestic enquiry, the workman was given the assistance of Mr. O. A. Aziz, General Secretary of the petitioner-union to defend his case. On behalf of the management eight witnesses were examined and on behalf of the petitioner including the petitioner two witnesses were examined. Enquiry proceedings are Ex.W-3. The Enquiry officer in his findings Ex.W-5 dt. 17-3-90 held that all the charges contained in the charge sheet have been proved and held the workman guilty of the following charges :

Gross Misconducts : Doing acts prejudicial to the interests of the bank

2. Taking bribe from a customer

Minor Misconduct : Incurring debits to an extent considered by the management as excessive.

In his proposal for punishment he has mentioned as follows :

"There are two gross misconducts and one minor misconduct proved and established against Mr. C. Ramaiyan. His past service records appears to be good and this being the first time charge-sheeted, though deserves a capital punishment for the serious nature of misconduct, I feel that the punishment to be imposed on him should have the effect to reform him since he has to put in more than 20 years of service still in the institution. Hence I propose to impose the punishment of stoppage of 4 increments with cumulative effect on the first gross misconduct and stoppage of 2 increments with cumulative effect on the second gross misconduct proved and established against Mr. C. Ramaiyan and also propose to impose warning for the minor misconduct proved and established against Mr. C. Ramaiyan. The punishments for the gross misconducts will run concurrently. I am of the opinion that this proposed punishment is just and reasonable".

The workman was given personal hearing before passing the final order and the personal hearing proceedings are Ex.M.1 and after the personal hearing the Disciplinary Authority passed Ex.W-6 order imposing the following punishment.

"The punishment of stoppage of 3 increments with cumulative effect on the first gross misconduct and stoppage of two increments with cumulative effect on 2nd gross misconduct (both to run concurrently and punishment of warning for the minor misconduct".

The workman filed Ex.W-7 appeal against the punishment which was rejected by the Appellate Authority by its order Ex.W-8 dt. 27-12-90. The petitioner union raised a dispute u/s. 2K of the I.D. Act, 1947 regarding the punishment imposed on the concerned workman and the said application is Ex. W-10. The reply of the respondent bank is Ex.M.2 and rejoinder submitted by the petitioner-union and the conciliation proceedings is Ex.M.3.

As regards the domestic enquiry, the learned counsel for the petitioner did not raise any dispute regarding the fairness of the domestic enquiry proceedings. The domestic enquiry has been conducted in a fair and proper manner by observing the principles of natural justice and also by giving all the opportunities to the concerned workman, to engage the union General Secretary as his defence representative and to cross examine the management witnesses and also to examine his own witnesses. As regards the charges, necessary witnesses have been properly examined in the domestic enquiry. As regards the first charge of receiving a bribe of Rs. 250 from Th. A. Raj the said Raj himself has been examined as MW2 and he has given detailed evidence about how he came to know about the concerned workman and how the concerned workman asked him to sign in blank papers to get a loan and also how he accepted Rs.250 as bribe in the guise of deposit which was never made by him. Ex.W-11 to Ex.W-17 and Ex.W-42 and W-43 which relate to the first charge have also been marked in the domestic enquiry. As regards the 2nd charge, Thiru. Gopal whose loan amount was said to have been utilised by the concerned workman has been examined as MW8. Ex.W-18 to W-33 and W-44 and W-45 documents have been marked. As regards the third charge Th. Jakkiah and Thiru. Murugan have been examined as witnesses and Ex.W-36 to W-40 and W-47 and W-48 have been marked in the domestic enquiry. Apart from the evidence of the persons to whom loan application was made and sanctioned, the authorities who investigated the irregularities and also the officials of the Bodinayakanur branch have also been examined as witnesses and all the witnesses have been cross-examined by the defence in great detail. After receipt of Ex.W-1 charge dated 7-1-89 the concerned workman has successfully obtained Ex. W-40 affidavit from one Jakkiah executed in front of an Advocate and Notary of Periakulam and the said Jakkiah has deposed under what circumstances W-40 affidavit was obtained from him. W-40 affidavit is a document created by the concerned workman more than 6 months after he received Ex.W-1 charge sheet. The oral and documentary evidence produced in the domestic enquiry clearly bring home the guilt of the concerned workman and the Enquiry officer has written a very detailed report after assessing the evidence of both sides even with minute details. The conclusion reached by the Enquiry officer is proper.

The Enquiry officer, who was also Disciplinary Authority, after considering the past record of service of the petitioner which appeared to be good and this being the first time and the workman being charge sheeted for the first time

though the misconduct committed by him deserve capital punishment stoppage of 4 increments with cumulative effect on the first gross misconduct and stoppage of 2 increments with cumulative effect on the 2nd gross misconduct and a warning for the minor misconduct. The workman has been given the opportunity of personal hearing and after the personal hearing Ex. W-6 final order has been passed imposing a punishment of stoppage of 3 increments with cumulative effect on the first gross misconduct, stoppage of two increments with cumulative effect on the 2nd gross misconduct and both of them to run concurrently.

The learned counsel for the petitioner workman submitted that the punishment was harsh, excessive and grossly disproportionate to the misconduct alleged against the workman. In 1997 4 SCC P 565, TARA CHAND VYAS Vs. CHAIRMAN & DISCIPLINARY AUTHORITY & ORS. in the case of a branch manager of a Rural bank who was charge sheeted for dereliction of duty in making payment of loans without ensuring supply of implements to loanees and deposit of adequate from dealers which resulted in a loss to the bank, the Hon'ble Supreme Court has held as follows :

"Economic empowerment is a fundamental right of the weaker sections of the people, in particular the Schedules Castes and Schedules Tribes, ensured under Article 46 as a part of social and economic justice envisaged in the Preamble of the Constitution; the state is enjoined to promote their welfare effectuated under Article 38. Distribution of materials resources to elongate that purpose envisaged in Article 39(b) is the means for the development of the weaker sections. The banking business and services were nationalised to achieve the above objects. The nationalised banks, therefore, are prime source and pillars for the establishment of socio economic justice. Their acts and conduct should be in discharge of that constitutional objective and if they derelict in the performance of their duty, it impinges upon the enforcement of the constitutional philosophy, objective and the goals under the rule of law. Corruption has taken deep roots among the sections of the society and the employees holding public office or responsibility equally became amenable to corrupt conduct in the discharge of their official duty for illegal gratification. The banking business and services are also vitally affected by catastrophic corruption. Disciplinary measures would, therefore, aim to eradicate the corrupt proclivity of conduct on the part of the employees officers in the public offices including those banks. It would therefore, be necessary to consider, from this perspective, the need for disciplinary action to eradicate corruption to properly channelise the use of the public funds, the live wire for effectuation of socio-economic justice in order to achieve the constitutional goals set down in the preamble and to see that the corrupt conduct of the officers does not degenerate the efficiency of service leading to denationalisation of the

banking system. What is more, the nationalisation of the banking service was done in the public interest. Every employee/officer in the bank should strive to see that banking operations or services are rendered in the best interest of the system and the society so as to effectuate the object of nationalisation. Any conduct that damages, destroys, defeats or tends to defeat the said purpose which can be meted out with disciplinary action in accordance with rules lest rectitude in public service is lost and service becomes a means and source of unjust enrichment at the cost of the society".

In this case also the petitioner has not only accepted the bribe from an innocent villager but has also obtained and utilised the loans sanctioned in the name of innocent villagers who hail from very poor sections of the society. Though the proper punishment for the misconduct said to have been committed by the workman is dismissal from service, the Disciplinary authority has taken only a lenient view by imposing cut of 3 increments for gross misconduct and 2 increments for gross misconduct considering the fact that there is no other charge against this workman in his 20 years of service. Apart from the fact that the punishment imposed on the workman is not disproportionate, to the misconduct proved and established against the concerned workman, this Tribunal has no jurisdiction to interfere with the punishment because under S.11A of the I.D. Act, 1947 this Tribunal could interfere only if the punishment is discharge or dismissal of a workman.

For the above reasons, the claim is dismissed. Award passed holding that the punishment of stoppage of 3 increments and 2 increments with cumulative effect on Sri Ramaiyan is Justified. No costs.

Dated, this the 31st day of March 1999.

S. ASHOK KUMAR, industrial tribunal

WITNESSES EXAMINED

For both sides : None

DOCUMENTS MARKED

For Petitioner-workman .

- | | |
|------------------|----------------------------------------------------------------------|
| Ex W-1/ 7-1-1989 | : Charge sheet (xerox) |
| W-2/-9-3-89 | : Interim explanation (zerox) |
| W-3/ | : Enquiry proceedings (zerox) |
| W-4/12-3-90 | : Defence Summing up (zerox) |
| W-5/17-3-90 | : Findings (zerox) |
| W-6/29-3-90 | : Punishment order (zerox) |
| W-7/18-5-90 | : Appeal (zerox) |
| W-8/7-1-91 | : Respondent's letter enclosing order of Appellate authority (zerox) |
| W-9/8-1-93 | : Conciliation failure report (zerox) |
| W-10/4-7-92 | : Petitioner raising 2 (k) dispute (zerox) |

W-11/1-4-86	: Loan application of A. Raj (zerox)	W-41/9-4-86	: Hypothecation agreement (zerox)
W-12/8-4-86	: Receipt of Muthu for having received Rs.5000 forwards cost of Bullocks from Raj (zerox)	W-42/9-4-86	: Demand promissory note executed by Raj (zerox)
W-13/24-5-88	: Statement of Ramaiyan (zerox)	W-43/31-8-87	: Respondent's letter requiring Raj to repay loan within 10 days (zerox)
W-14/18-8-87	: Departmental letter requiring branch Manager to submit report (zerox)	W-44/22-1-86	: Cash/Credit Bill of J.K. Enterprises (zerox)
W-15/3-9-87	: Branch Manager reply with enclosure (zerox)	W-45/7-5-88	: Statement of Gopal (zerox)
W-16/8-2-88	: Complaint of Raj (zerox copy)	W-46/22-6-88	: Urvasi Stores Letter (copy)
W-17/9-6-88	: Raj's reply to Lawyer's notice (zerox)	W-47/16-7-88	: Statement of A. Murugesan (zerox)
W-18/27-10-85	: Gopal's property Certificate issued by Village Administrative Officer (zerox)	W-48/ 2-8-88	: Jakiah's letter to respondent (zerox)
W-19/4-11-85	: No due certificate issued by Rural Co-operative Agricultural Credit Society (zerox)	<i>For Respondent-management :</i>	
W-20/9-12-85	: Gopal's application for opening Savings Bank account (zerox)	Ex.M.1/26-3-90	: Proceedings of the Personal hearing granted to C. Ramaiyan (zerox)
W-21/9-12-85	: Document containing specimen signature of Gopal (zerox)	M.2/29-8-92	: Letter from the Bank to the Asst. Labour Commissioner (Central), Sastri Bhavan, Madras-6 (zerox)
W-22/9-12-85	: Gopal's loan application (zerox)	M.3/26-11-92	: Letter from Union Bank Employees Union to Asst. Labour Commissioner (C), Sastri Bhavan Madras-6 (zerox).
W-23/9-12-85	: Sanction advice (zerox)	नई दिल्ली, 30 जून, 1999	
W-24/13-12-85	: Hypothecation agreement (zerox)	का. आ. 2054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-99 को प्राप्त हुआ था।	
W-25/13-12-85	: Letter of Guarantee (zerox)	[सं. एल-12012/25/96-आई आर (बी-II)]	
W-26/13-12-85	: Demand promissory note (zerox)	सी. गंगाधरन, डैस्क अधिकारी	
W-27/13-12-85	: Debit Cash voucher (zerox)	New Delhi, the 30th June, 1999	
W-28/19-12-85	: Receipt issued by P. Tamilmani for having received Rs.3,456/- to lay pipe lines (zerox)	S.O. 2054.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 29-6-99.	
W-29/20-12-85	: Receipt issued by P. Karupiah for Rs.3650 for constructing retention wall (zerox)	[No. L-12012/25/96-IR(B-II)]	
W-30/9-1-86	: Debit cash voucher (zerox)	C. GANGADHARAN, Desk Officer	
W-31/17-1-86	: Receipt issued by J. K. Enterprises, for Rs.6,500 (zerox)		
W-32/ 29-8-87	: Respondent's notice (zerox)		
W-33/9-1-86	: D.D. Application (zerox)		
W-34/17-6-88	: -do- (zerox)		
W-35/8-5-89	: Affidavit of K. Perumal (zerox)		
W-36/7-5-86	: Hypothecation agreement (zerox)		
W-37/7-5-86	: Demand Promissory note (zerox)		
W-38/1-8-88	: Voucher (zerox)		
W-39/	: Receipt of N. Arumugam (zerox)		
W-40/21-7-89	: Affidavit of Jakiah (zerox)		

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

केस नं.-सी.आई.टी.-बी-9/1997

विज्ञप्ति संख्या-एल-12012/25/96आई. आर. (बी.-2)

जनरल सैक्रेटरी,

बैंक ऑफ बड़ौदा स्टाफ यूनियन,

द्वारा बैंक ऑफ बड़ौदा,

उद्योग भवन, जयपुर-302005

बनाम

असिस्टेंट जनरल मैनेजर,

बैंक ऑफ बड़ौदा (जयपुर रीजन),

आनन्द भवन, एस. सी. रोड, जयपुर।

उपस्थित :— जनरल सैक्रेटरी,

बैंक ऑफ बड़ौदा स्टाफ

यूनियन की ओर से

कोई नहीं

असिस्टेंट जनरल मैनेजर,

बैंक ऑफ बड़ौदा की ओर से

श्री तेजप्रकाश शर्मा,

एडवोकेट

पंचाट तारीख : 15-6-99

पंचाट

भारत सरकार के द्वारा उक्त विज्ञप्ति के जरिए निम्न विवाद तय
किए जाने हेतु निर्देशित किया गया—

"Whether the action of the management of Bank of Baroda, Jaipur is justified in not intimating the reasons for not assigning the duties of Daftry to Sh. R.S. Badgujar, Peon as a result of which he is deprived from his right to appeal to the General Manager or the Managing Director as provided under para 529 of Shastri award? If not, to what relief the said workman is entitled?"

पक्षकारों को नोटिस जारी किए गए। बैंक ऑफ बड़ौदा स्टाफ यूनियन की ओर से दिनांक 21-7-97 को कोई उपस्थित नहीं हुआ। दिनांक 23-7-97 को स्टाफ एसोसिएशन के जनरल सैक्रेटरी उपस्थित हुए, उन्होंने क्लेम पेश करने के लिए समय चाहा। उन्हें चार सप्ताह की अवधि में क्लेम प्रस्तुत करने की आज्ञा दी गई। बैंक स्टाफ यूनियन की ओर से उक्त अवधि के अन्दर कोई क्लेम प्रस्तुत नहीं किया गया। दिनांक 24-8-97 को पुनः एक अवसर क्लेम प्रस्तुत करने के लिए चाहा गया, जिस पर दिनांक 10-12-97 को क्लेम प्रस्तुत करने की अनुमति दी गई। उक्त दिनांक तक भी कोई क्लेम प्रस्तुत नहीं किया गया व न ही यूनियन की ओर से कोई उपस्थित हुआ। यूनियन को अन्तिम अवसर क्लेम प्रस्तुत करने का आगामी तारीख तक दिया गया। दिनांक 28-5-99 को यूनियन के जनरल सैक्रेटरी को पुनः

रजिस्टर्ड नोटिस क्लेम प्रस्तुत करने के लिए भेजा गया, जो बाद तामील लौट कर आया। बावजूद तामील नोटिस के आज न तो यूनियन की ओर से कोई उपस्थित है न ही कोई क्लेम प्रस्तुत किया गया। उक्त परिस्थितियों से ऐसा प्रतीत होता है कि यूनियन को क्लेम फाईल करने में कोई रुचि नहीं है अतः विवाद रहित पंचाट पारित किया जाता है। पंचाट की एक प्रतिलिपि भारत सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह./- पीठासीन अधिकारी

नई दिल्ली, 30 जून, 1999

का. आ. 2055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-99 को प्राप्त हुआ था।

[सं. एल-12012/63/93-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 30th June, 1999

S.O. 2055.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal/Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 29-6-99.

[No. L-12012/63/93-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

CENTRAL INDUSTRIAL TRIBUNAL, JAIPUR

Case No. CIT 12/1993

Ref. : Government of India, Ministry of Labour, New Delhi Order No. L-12012/63/93-I&B II dated 1-9-93.

Shri Devi Singh S/o Shri Bodan Singh Nai, Village Dayopura, Post Kumha, District Bharatpur.

Petitioner.

Vs.

1. Manager, Bank of India, Kumher Gate, Bharatpur.
2. Regional Manager, Bank of India, C-63, Sarojni Marg, Jaipur.

Non-Petitioner.

taken back in service with all consequential benefits and with full back wages.

Present**Presiding Officer : Shri M.C. Taylor, RHJS**

For the petitioner : Shri R.C. Jain

For the Non-Petitioner : Shri K.M. Mathur.

Date of Award : 24-11-98**AWARD**

This reference has been made by the Central Government under Section 10 (1) of the Industrial Disputes Act, 1947 (hereinafter which would be referred as an Act). The terms of the reference are as under :

"Whether the claim of Shri Devi Singh, s/o Shri Bodan Singh that he was an employee of the Bank of India from 24-3-88 to 15-8-91? If so, whether the action of the management of Bank of India in terminating his services with effect from 1-8-1991/16-8-1991 is justified ? What relief, if any, is Shri Devi Singh entitled to ?"

2. The petitioner has filed statement of claim alleging that by Non-petitioner No. 1 he was appointed as driver on 24-3-88 @ 30 Rs. per day verbally without giving any written appointment letter. The petitioner has also alleged that when he demanded written order, the non-petitioner No. 1 told him that orders would be given as and when sanction is received from the Head Office. The jeep was used for the bank purposes and log-book was maintained which was regularly signed by him. He has also alleged that jeep was used for inspection of other branches of non-petitioner No. 2. He used to get the jeep repaired and used to purchase petrol for it and used to get other works done and the vouchers about these works were signed by him. In the year 1989-90 and 1991 elections took place and the District Magistrate requisitioned the jeep and on such requisition the jeep was handed over to the District Magistrate and during elections the jeep was driven by him. He has also alleged that when he requested for increasing his pay, his wages were raised to Rs. 45 per day. Since his appointment he continued to work as driver on jeep but when on 16-8-91 he went to the office of non-petitioner No. 1, he was informed verbally that his services have been terminated although he had worked for three years and has completed services for more than 240 days in every calendar year. At the time of terminating his services he was neither given any notice nor he was given any benefit of retrenchment which was mandatory under Section 25-F of the Act. Therefore, on this very ground the order of removal is illegal and improper. No Attendance Register was maintained by the non-petitioner nor regular pay was paid by them. This practice on their part amounts to victimisation and unfair labour practice. Therefore, the order of termination should be set aside and he be ordered to be

3. The non-petitioners have contested the claim of the petitioner and in their reply they have taken preliminary objections before replying the claim parawise. In their preliminary objections they have alleged that for some casual and temporary work the jeep was sent by the Regional Office, Jaipur to Bharatpur branch, and there was no need or vacancy of any driver. In order to utilise the jeep of the bank, the Manager of Bharatpur Branch engaged Shri Devi Singh and others for casual and temporary job. For employing him the Manager was entitled to certain re-imbursement/allowance if he engage the personal driver. Shri Devi Singh petitioner was engaged by the Branch Manager purely on personal basis without any official vacancy in the bank., stiff eligibility criteria for appointment/engagement would have been essential, had the person be selected by the bank. The petitioner was never pressed into service nor his services were placed on the bank record. It has also been further alleged that Shri Devi Singh during the engagement, may have driven the jeep for the personal assignment of branch manager and he was getting his wages from the branch manager not from the bank. So it is evident that he was not an employee of the bank. Further the services of Shri Devi Singh were under the control of Manager, Bharatpur branch hence Shri Devi Singh cannot at all be said to have been employed by the bank as there did not exist any direct employer and employee relationship between the bank and Shri Devi Singh. The jeep became out of order on 31-7-91 and was no longer utilised by Branch Manager Bharatpur and as such Branch Manager may not have needed the services of Shri Devi Singh any further. It was also alleged that any person who was appointed driver by the bank is not only issued an appointment letter but even his wages are also paid directly by the bank. This has not been done in the case of petitioner. In order to mis-guide the government authorities and his baseless claim look genuine Shri Devi Singh stealthily took away the bank's log book and marked his signatures unauthorisedly thereon and requested the Assistant Labour Commissioner to get it produced by the bank. This clearly shows the deceitful intention of the petitioner. The non-petitioner's have also alleged that in view of the foregoing facts, it is clear that the dispute raised by Shri Devi Singh is not an industrial dispute at all. Having taken above preliminary objections, the non-petitioners in their parawise reply have admitted that Bharatpur Branch of the bank was having a jeep No. RNV 4751. That Devi Singh was engaged by the then Branch Manager; that log book was kept, that jeep was used for official purpose; that the petitioner might have got the jeep repaired and got the petrol filled in the jeep; that jeep was requisitioned by the District Magistrate in the elections and Shri Devi Singh acted as driver in the jeep and that after 31-7-91 the petitioner was not called for driving the jeep any further but denying the fact that he was employee of the bank and he worked for more than three years, the non-petitioner alleged that Shri Devi Singh was engaged by the then Branch Manager, Bharatpur on his personal basis

and salary was given to him by the Branch Manager not by the bank and the Bank Manager used to get the paid wages re-imbursed by the bank as per rules. The log-book which was kept for jeep was not meant for the signatures of the casual driver. However, the petitioner unauthorisedly put his signatures thereon. The petitioner was the casual driver and carried out such jobs which were official for the manager of the Bharatpur branch. However, performing such jobs on casual basis cannot entitle him to claim to be the employee of the bank. If on the requisition by the Government, the jeep is sent for election purpose and during election if the petitioner has driven any vehicle, then that does not entitle him for bank's job. It has also been alleged that the Regional Manager did issue certain guidelines in connection with the payment to persons employed on casual basis. But from that guidelines it cannot be said that the letter was pertaining to him. There was no question of his termination of services as there existed no more casual or temporary work subsequently 31-7-91, and specially when there was no employer and employee relationship between the bank and the claimant. It has also been further alleged that the claimant was chosen as driver by a manager on a purely personal discretion/liking and without any eligibility criteria/selection process. He was under the complete control and direction of the Branch Manager only. During his engagement his services were not at all governed by the bank rules or by a by-partite settlement. He was receiving his wages from the Manager and not from the bank. Completion of work for any number of days does not entitle the claimant for the bank's job. When he was never employed as bank employee there was no question of maintaining Attendance Register by him. In the last the non-petitioners have alleged that the claim has no subsistence therefore, in the light of facts stated above, the claim of the petitioner should be rejected.

4. In support of the statement of claim the petitioner has filed his own affidavit on which he was cross-examined by the non-petitioner and the non-petitioners have filed the affidavit on oath of Sarvshri Subodh Kishore Rohtagi, Anand Prakash Goyal and Om Prakash Gupta and have relied upon documents Ex. M-1 to M-35.

5. Both the sides were heard and evidence available on the file was perused and scanned by us. The points for determination in this case are as under :

1. Whether the claim of Shri Devi Singh that he was an employee of the Bank of India from 24-3-88 to 15-8-90 is correct ?
2. If so, whether the action of the management of Bank of India in terminating his services w.e.f. 1-8-91/16-8-91 is justified ?
3. What relief, if any, is Shri Devi Singh entitled ?

6. The points mentioned above shall be decided in the order given above.

Point No. 1 :

7. In support of this point the claimant petitioner has examined himself on oath and in his statement he has testified that verbally he was appointed as driver on 24-3-88 by the Branch Manager of the Bank. He was assured that written appointment orders would be issued as and when the sanction is received from the head office. He acted as a driver for the work of various banks of the non-petitioners and also driven jeep during election when the jeep was requisitioned in 1989-90 and 1991. He has also testified that he worked as a driver from 24-3-88 to 31-7-91 but after 31st July 1991 he was removed from the service without any wages in lieu of notice.

8. In rebuttal to the evidence of the petitioner the non-petitioners have examined S/Shri Subodh Kishore Anand Prakash and Om Prakash on oath. Shri Subodh Kishore who was the Branch Manager at the relevant time, has stated on oath that one jeep was allowed to the Bharatpur Branch and to drive this vehicle no permanent driver was appointed. Whenever any driver was needed, he was appointed on daily wages basis. During his tenure Shri Rajendra and his brother Shri Narendra acted as drivers. For permanent appointment, the appointment orders were issued by the Regional Officer after requisitioning the list from the Employment Exchange. Without adopting this process, no driver can be appointed.

9. Shri Anand Prakash Goyal, who was Manager in Bharatpur Branch of the Bank from January, 1989 to July 1990, has testified that the petitioner Devi Singh was never appointed as driver. Whenever there arose any need for driver, either Devi Singh or any other person was sent for it and payment to him was personally made by him and the same was re-imbursed by the bank. For permanent appointment on the post of driver, the head office or the regional office calls for the application from the Employment Exchange. For the appointment of permanent driver, such applications were called for and after receipt of applications Abdul Ganni was appointed as driver. His appointment letter is Ex. M-2 and circular regarding that is Ex. 3. He has also testified that whenever any driver was sent for temporary duty he was paid by him and payment made by him was drawn through vouchers Ex. M-6 to M-35. He has also testified that Devi Singh was not appointed as permanent driver, he was simply paid on daily wages basis by him and the same was re-imbursed by the bank. He has also testified that as per rules the log-book is maintained but it was never got signed by the non-petitioner. The petitioner never signed the log-book in his presence. He has also stated on oath that the head office enquired from him about the signatures of the petitioner vide Ex. M-40 and he informed vide Ex. M-41 that signatures were not done by the petitioner during his tenure.

10. Shri Om Prakash Gupta, who was Branch Manager from July 1987 to July 1988 at Bharatpur Branch of the Bank has stated on oath that Shri Devi Singh was never given any service in the bank, whenever any driver was needed for

driving the jeep then either Devi Singh or any other driver was sent for and he was paid from the miscellaneous expenses and the payment was re-imbursed. He has also stated on oath that for permanent appointment the names were summoned from the Employment Exchange. The name of Abdul Ganni was summoned from the Employment Exchange and he was appointed as driver. He has also stated on oath that necessity of permanent driver was never felt in the Bharatpur branch. He himself used to make the payment to the driver who was summoned for driving the vehicle. During his tenure Shri Rajendra Singh used to drive the jeep and besides him Devi Singh was also summoned for his help. The log-book which was maintained for the vehicle was maintained by him and the signatures of the driver were never taken on that.

11. In reference to the evidence led by both the sides, the learned representative for the petitioner argued that the petitioner worker as driver from 24-3-88 to 31-7-91 and the petitioner himself has testified this fact. The learned representative also argued that the non-petitioners have come out with a theory that Shri Devi Singh was personally employed by the Bank Manager and whatever payment was made by him to the petitioner was re-imbursed by the bank. This claim of the non-petitioners is wrong for the reasons that the petitioner never carried the persons of only Non-petitioner No. 2. His services as driver were used for the bank's works. His services as driver were used by three banks of the non-petitioner for inspection purposes. Fourthly in 1989-90 and 1991 the jeep of the bank was requisitioned by the District Magistrate, Bharatpur and services of the petitioner's were made available for driving the vehicle. Fifthly that the management has examined three witnesses and all these three witnesses in one voice have admitted in the cross that the Branch Manager in Bharatpur was not authorised to keep personal driver nor they kept any personal driver. The learned representative for the petitioner further argued that the above facts clearly prove that the petitioner was employee of the bank. In support of his arguments he relied upon *Shivnandan Sharma Vs. Punjab National Bank*, 1955(I) LLJ page 688, *Hussain Bhai, Calicut Vs. Alath Factory Thozilali Union*, 1978(II) LLJ page 397(SC), *Prabhudayal Jat vs. Alwar Sahkari Bhumi Vikas Bank Ltd. and others*, 1991 Lab. I.C. page 944, *Rajesh Kumar Vs. State of M.P.* 1994 (II) LLJ page 320 and *Mithilesh Kumar Singh Vs. State of Bihar and others* 1995 I LLJ page 973.

12. Relying upon the above rulings, the learned representative for the petitioner has argued that in the above rulings it has been laid down that for determining whether Devi Singh is employee of the employer or not, the tribunal would have to see by whom the payment was made, who exercised the control over the work of the employee, who had power to give directions to the employee about working and who had powers to dismiss the employee. He said if these questions are decided positively then the person shall be taken to be the employee of the employer. The learned

representative argued that here in this case it is proved from the evidence produced by the non-petitioners that wages were paid by the Branch Manager, the Branch Manager exercised control over him and gave directions to him about his work and that the Branch Manager had powers to dismiss him from the services. Therefore, the petitioner was the employee of the Bank.

13. The learned representative for the non-petitioner on the other hand argued that from the evidence produced by both the sides, it is amply proved that the non-petitioner was not given any appointment nor any order for removal from the services was given to him. The management has examined three witnesses and during their tenure the petitioner worked under them. They have in one voice stated on oath that the petitioner was not appointed as driver. As and when any driver was needed in the bank for the jeep, one Rajendra Singh or sometimes Devi Singh was summoned as a driver. Vouchers from Ex. M-6 to M-35 have been produced in the court and they all prove that no wages were paid by the bank directly to the driver. The wages were paid by the Manager concerned and manager used to get personal re-imburement from the bank. Therefore, looking to this mode of payment and absence of any appointment order and payment of wages on daily rate, it is proved that the petitioner was simply a casual worker and was working under the direction and control of the Manager whose personal driver he was. In support of his contention he relied upon *Employers in relation to Punjab National Bank Vs. Ghulam Dastgir*, 1978(II) LLJ page 312 and said that in this ruling the Hon'ble Supreme Court has held that where a driver is employed by the Manager and his salary is paid out of the personal allowances given to the Manager, then such driver cannot be deemed to be the driver of the bank. The learned representative argued that the said ruling perfectly apply the facts of the case and therefore, the petitioner cannot be deemed to be the employee of the bank.

14. I paid my earnest attention to the rival contentions and perused the evidence produced in support of this point. The theory of the non-petitioner is that Shri Devi Singh was personally employed by the Bank Manager Bharatpur and the Bank Manager Bharatpur personally paid to him for the work done and the payment made was re-imbursed by the bank. The bottom of this theory and claim by the non-petitioner is out when we go through the evidence produced by the non-petitioners. The non-petitioners have examined three witnesses namely Sarvshri Subodh Kishore, Anand Prakash and Om Prakash Gupta and these witnesses in one voice have not supported the above theory and the claim of the non-petitioners. Rather on the contrary they have said in one voice that when they were the Branch Managers of the Bharatpur branch, they were not authorised to employ a personal driver and they did not employ any personal driver. From their admission to the effect as made above, we have no hesitation in saying that the non-petitioners have deliberately taken a false stand that the petitioner was personally employed by

the Branch Manager, Bharatpur and made personal payments to him and the personal payments so made were re-imbursed. For this purpose if we go through the vouchers produced by the Administration Ex. M-4 to M-35 it is amply-proved that in the vouchers word 'wages' have been written and days have also mentioned. Had it been a re-imbursement/allowance towards the payment made by the Branch Manager, then in the vouchers the word 'wages' would not have been used. Not only this if we go through the log book Ex. M-1 then it is clearly revealed that in the end of each month an endorsement has been made as to how much wages and for how many days the wages were paid. If the payment had been a re-imbursement to the Branch Manager, there would not have been any need of making any such endorsement in Ex. M-1. In view of this endorsement and in view of the fact that evidence of the petitioner has remained un-rebutted, it would be inferred that it was the bank which actually paid wages to the petitioner and the wages were entered in the log book and in the vouchers. The ruling cited by the non-petitioners does not help them as the facts in this case are different from the facts of above ruling in reference to nature and mode of payment.

15. Having reached to the conclusion that the wages were paid by the bank, we have to further see whether the bank exercised any control and direction over the work of the petitioner. As stated earlier, from the rulings cited by both the sides, it is clear that direction and control, payment of wages are telling factors as to whether any person is the employee of the employer or not? In this case it has come out undisputedly that the petitioner was not only deputed for carrying out the work of the branch of Bharatpur alone from where he got his payment, but he was also doing work for the other branches of the bank. Not only this he was also deputed for doing election work in 1989-90 and 1991. Also it has nowhere come that the petitioner ever worked as personal driver of the Branch Managers during the tenure of his service. If all these facts are read together with other circumstances, then we cannot have any hesitation in saying that it was the bank alone which had control and direction over the work of the petitioner. Therefore, if it is so, then in the light of the rulings relied upon by both the sides we have no hesitation in coming to the conclusion that the petitioner was the employee of the bank alone. Accordingly, this point is decided in favour of the petitioner.

Point No. 2 :

16. It is an admitted fact in this case that the petitioner was removed from service after 31-7-91, and he has worked for more than 240 days in view of the log-book produced, in each calendar year. During the period of three years in which he has worked as driver with the non-petitioner No. 1, but the non-petitioner did not pay any compensation as required under section 25-F of the Act and as such the non-petitioners have not complied with the provisions of section 25-F of the Act. Consequently removal of the petitioner from ser-

vice after 31-7-91 cannot be termed to be proper and justifiable. Accordingly, this point is also decided in favour of the workman.

Point No. 3 :

17. Since the removal of the petitioner from services has been declared to be unjustifiable and improper, so the petitioner is entitled to be taken back in service. Having held so, now we have to further see as to what other benefits he is entitled to? The petitioner has examined himself and in his affidavit he has nowhere stated that after removal from the services by the non-petitioners, he did not earn anything or was not gainfully employed. In the absence of assertion regarding it in his affidavit, we are of the view that the petitioner is entitled to only half of the wages which he was getting at the time of removal from services. Point No. 3 is decided accordingly.

18. As a result of the foregoing discussions, following award is passed in this case :

"Shri Devi Singh was an employee of the Bank of India from 24-3-88 to 15-3-1991, hence action of the management of Bank of India in terminating his services with effect from 1-8-91/16-8-91 is not justified and legal. Therefore petitioner Shri Devi Singh is entitled to be reinstated in service with half of the back wages, which he was getting at the time of removal and all other consequential benefits."

19. The Award is pronounced in the open court today the 24th day of November, 1998, which may be sent to the Central Government for publication as per rules.

M.C. TAYLOR, Judge

नई दिल्ली, 30 जून, 1999

का. आ. 2056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्टल बैंक ऑफ कॉमर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-99 को प्राप्त हुआ था।

[सं. एल-12012/131/97-आर् आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 30th June, 1999

S.O. 2056.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 29-6-99.

[No. L-12012/131/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

केस नं.-सी.आई.टी.-बी-33/1997

विज्ञप्ति संख्या-एल-12012/131/97 आई. आर. (बी.-II)

श्री सत्यदेव जालंधरा,
द्वारा श्री ऋषभ चंद्र जैन,
80, बडरूंग विहार, गोपालपुरा,
रेलवे फाटक, टोंक रोड, जयपुर।

बनाम

रोजनल मैनेजर, ओरियन्टल बैंक ऑफ कॉमर्स,
आनन्द भवन, संसारचंद्र रोड, जयपुर।

उपस्थित : — प्रार्थी की ओर से कोई नहीं

बैंक की ओर से श्री भगवती सिंह रतनु,
एडवोकेट

पंचाट तारीख : 18-6-99

पंचाट

केन्द्रीय सरकार के उक्त आदेश द्वारा निम्न विवाद इस अधिकरण को न्याय निर्णयन हेतु निर्देशित किया गया है :

"Whether the action of the management of Oriental Bank of Commerce, Jaipur is justified in terminating the services of workman Sh. Satya Dev Jalandhara, Clerk, w.e.f. 6-4-1986 ? If not, to what relief the said workman is entitled?"

पक्षकारों को रजिस्टर्ड नोटिस जारी किए गए। श्रमिक पर रजिस्टर्ड नोटिस की तामील हो चुकी है। बावजूद तामील नोटिस के न तो वह उपस्थित आया न ही उसने क्लेम प्रस्तुत किया। इससे पूर्व भी उसके द्वारा कोई क्लेम प्रस्तुत नहीं किया गया। ऐसी परिस्थितियों में ऐसा प्रकट होता है कि उसे क्लेम फाईल करने में कोई रुचि नहीं है। इन परिस्थितियों में विवाद रहित पंचाट पारित किया जाता है। पंचाट की एक प्रतिलिपि भारत सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह./-

पीठासीन अधिकारी

नई दिल्ली, 30 जून, 1999

का. आ. 2057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनिट ट्रस्ट ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, -II मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-99 को प्राप्त हुआ था।

[सं. एल-12012/162/98-आई आर (बी-II)]

सी. गंगाधरण, डैस्क अधिकारी

New Delhi, the 30th June, 1999

S.O. 2057.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Unit Trust of India and their workman, which was received by the Central Government on 29-6-99.

[No. L-12012/162/98-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. II

MUMBAI

PRESENT

SHRI S. B. PANSE

PRESIDING OFFICER

REFERENCE NO. CGIT-2/61 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF UNIT TRUST OF INDIA

AND

THEIR WORKMEN

APPEARANCES :

For the Employer Mr. Kulkarni,
Representative

For the Workmen No Appearance.

MUMBAI, dated 17th June, 1999.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/162/98-I.R. (B-II) dated 8-3-1999, had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Unit Trust of India in not giving compassionate appointment to Smt. Bhanu Vijay Solanki is legal and justified? If not, to what relief the said workman is entitled to?"

2. The Desk Officer while assigning the order of reference had send the copies of this Tribunal to the concerned

authorities. After receipt of this reference the Secretary of the Tribunal addressed the notices to the concerned parties, managements representative appeared. The notices was served to the workman, the A.D. receipt is at Exhibit-3. But, she did not attend the court. I adjourned the matter for three times for giving the chance to appear and to appear and to file the Statement of Claim but she did not turn up. It appears that she is no more interested in the reference. Hence I pass the following order :—

ORDER

The reference is disposed off for want of prosecution.

S.B. PANSE, Presiding Officer

नई दिल्ली, 30 जून, 1999

का. आ. 2058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-99 को प्राप्त हुआ था।

[सं. एल-12012/216/89-डी-II (ए)]

सी. गंगाधरण, डेस्क अधिकारी

New Delhi, the 30th June, 1999

S.O. 2058.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Bank of India and their workman, which was received by the Central Government on 29-6-99.

[No. L-12012/216/89-D-II(A)]

C. GANGADHARAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 28 of 1989

PARTIES : Employers in relation to the management of United Bank of India

AND

Their workman

Present : Mr. Justice A.K. Chakravarty

Presiding Officer

APPEARANCE :

On behalf of Management Mr. Rabindranath Majumdar,
Advocate.

On behalf of Workman Mr. Madhusudan Dutta,
Advocate.

State : West Bengal. Industry : Banking.

AWARD

By Order No. L-12012/216/89-D-II(A) dated 1st September, 1989 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of United Bank of India in dismissing from service Shri Gopal Prosad Ghosh, Sub-staff, is justified? If not, to what relief the workman is entitled?"

2. Shri Gopal Prosad Ghosh a Sub-staff has raised this dispute for dismissal of his service by the management of the United Bank of India.

3. Workman's case, in short, is that he was appointed as a subordinate staff by the management of the United Bank of India (in short the Bank) and while working there he was issued with an office order dated 8/11 December, 1981 under the signature of the Deputy Chief Officer, DIR, Personnel Department of the Bank at 16, Old Court House Street, Calcutta containing following allegations against him :

- (i) Misappropriation of Bank's fund,
- (ii) Commission of forgery and/or forging of signatures of Bank Officers with a view to misappropriate Bank's fund,
- (iii) Abetting/instigating other employees of the Bank in doing illegal act and
- (iv) Doing act prejudicial to the interest of the Bank.

The facts on which these allegations are based were enumerated in details in the aforesaid order. Workman denied all the allegations. On consideration of the reply of the concerned workman, charges were framed and disciplinary proceeding was initiated against him. The workman having been found guilty of the charges was ultimately dismissed from service.

4. The workman in his written statement raised several points challenging legality of the disciplinary proceeding. It is alleged there that the charge-sheet was issued against him by the person who was not competent to do so and the action taken on the basis of that chargesheet was invalid for which no punishment ought to have been inflicted upon him. It is further alleged that the Enquiry Officer conducting the enquiry having not been appointed by the authorised person his finding was of no value and that the enquiry proceeding was vitiated as neither procedural fairness was observed nor the principles of natural justice was followed as no reasonable opportunity was given to the workman to defend his

case. Workman has prayed for setting aside his dismissal order and accordingly for his reinstatement with back wages.

5. The management filed a written statement stating therein that the concerned workman tried to commit some forgery in connection with the official records in proof of which the Bank intended to prove a letter dated 3rd December, 1977 alleged to have been written by the concerned workman to one Subal Chandra Mondal a sub-staff for helping him in the matter. The workman though in the beginning disowned that letter but ultimately admitted later that the said letter was written by him. This admission was in writing in which the concerned workman admitted that he forged the signature of one Fatick Baran Ghosal, the then Accountant Incharge of Balarampur Branch of the Bank. The management led evidence before the Enquiry Officer in support of its case against the charge-sheeted employee by referring to the relevant records of the Bank in the matter. Documentary evidence were exhibited to prove the alleged misappropriation and analysing the facts and circumstances, the Deputy Chief Officer, DIR, Personnel Department, who was the disciplinary authority in respect of the workman concerned was satisfied that the workman was involved in the entire fraudulent deal and misappropriated the fund for his personal gain. The concerned workman was afforded all reasonable opportunities at the enquiry proceeding to examine his witnesses and to cross-examine the management's witnesses and he participated fully in the enquiry along with his defence representative. The procedural fairness was observed and the principles of natural justice was followed. The workman replied to the chargesheet on 26th December, 1981 and the management having found the same to be unsatisfactory, initiated a disciplinary proceeding against him after the issuance of the chargesheet. Though by letter dated 22/23 August 1982 Mr. U.S. Mukherjee the then Officer of the Personnel Dept. was appointed as Enquiry Officer. Later on, on 30th October, 1984 Mr. S.S. Tewari, an Officer of the Personnel Dept. was appointed in his place and the workman duly participated in the enquiry before the Enquiry Officer. He was helped by an office bearer of the union and on his request he was subsequently allowed to be represented by an Advocate.

The Enquiry Officer, after examination of the witnesses of the management and the workman found the workman guilty of all the charges levelled against him. The report of the Enquiry Officer was forwarded to the disciplinary authority by the Enquiry Officer and the Deputy Chief Officer, Disciplinary Division, Personnel Dept. of the Bank issued second show cause notice upon the workman. Upon consideration of the representation of the concerned workman, findings of the Enquiry Officer as well as evidence recorded in the enquiry proceeding and finding no extenuating circumstances in favour of the concerned workman, the disciplinary authority issued the order of dismissal from service and the workman was informed by letter dated 8th March, 1986 that he had been dismissed from Bank's service with immediate effect.

6. The concerned workman thereafter moved the Hon'ble Calcutta High Court in Civil Order No. 5096 of 1986 against the punishment which was ultimately dismissed by an order dated 21 November, 1988. The Hon'ble High Court dismissed that application stating that since the matter was before the Central Government Industrial Tribunal where the dismissal of the concerned workman was subject matter of approval under section 33(2)(b) of the Industrial Disputes Act, 1947, the petitioner could not be permitted to avoid that statutory requirement by seeking relief under the writ jurisdiction of the Hon'ble High Court.

7. This Tribunal thereafter held an enquiry in respect of the legality and validity of the enquiry proceeding and came to the finding that there was neither any procedural irregularity nor was there any violation of the principles of natural justice. This Tribunal accordingly directed the parties to make submissions about the quantum of punishment inflicted upon the concerned workman under section 11A of the Industrial Disputes Act, 1947.

8. Heard Mr. Madhusudan Dutta, learned Advocate appearing for the workman and Mr. Rabindranath Majumdar, learned Advocate for the management.

9. Mr. Dutta in his submission before the Tribunal challenged the findings of the Enquiry Officer as stated by him in his report on the ground that his findings there are neither based on evidence on record nor there is any consistency in his findings. He further submitted that the findings of the Enquiry Officer are based more on surmises and conjectures than on evidence on record. Mr. Majumdar, however, submitted that all the findings of the Enquiry Officer were proper and justified and based on evidence on record.

10. Though from the chargesheet it appears that as many as four charges were framed against the concerned workman, still then, the main charges against him can be divided into two parts, namely commission of forgery for getting an illegal transfer and commission of forgery and misappropriation in respect of Mail Transfer. In respect of the first part it appears that he was initially posted at Balarampur Branch of the Bank as probationary sub-staff and on his option for posting at Gobardanga Branch, his prayer was allowed but for coming back to Gobardanga Branch again he tried to show that he cancelled his option and forged the signature of one Fatick Baran Ghosal, Accountant Incharge of Balarampur Branch on a letter head pad of the said Branch. He also instigated a co-employee Subal Chandra Mondal a sub-staff attached to Balarampur Branch to help him to do the same. His letter marked Ext. M-7B before the Enquiry Officer shall show how he instigated his fellow worker to commit the offence. It appears from the enquiry report that the concerned workman candidly admitted the above charge of his attempted manipulation of the Bank's official record and commission of forgery for the said purpose. He, however, denied the remaining charges which consist of misappropriation of Rs. 8980 in a fictitious

account of one Amal Das of Dum Dum Branch of the Bank which was deposited on the basis of a Mail Transfer from Jhalda Branch of the Bank and misappropriation of Rs. 7880 in another fictitious account of one Anil Chandra Mondal of Bangaon Branch which was deposited on the basis of a Mail Transfer from Jhalda Branch of the Bank. My attention was drawn to Exts. M-2 and M-4 which were advices for Mail Transfer issued from Jhalda Branch in favour of Anil Chandra Mondal and Amal Das. Mr. Dutta drew my attention to the Savings Bank deposit account opening form of Anil Chandra Mondal and Amal Das, marked Exts. M-8 and M-12 respectively, from which it will appear that the former was introduced by one Bijoy Krishna Mondal, an account holder of Bangaon Branch and one Ram Nayan Singh, who was not only an account holder but a staff of the Dum Dum Branch of the Bank, introduced Amal Das for opening his account at Dum Dum Branch. It was submitted by him that these will show that the concerned workman was nowhere near the picture and if any forgery was committed, it must have been done by other staffs of the Bank in collusion with each other. It is no wonder that the Enquiry Officer found in his report that there is no direct evidence involving the concerned workman with the alleged offence of the commission of forgery and misappropriation in respect of the Bank's fund by opening of fictitious accounts. The Enquiry Officer, however, found him guilty of the charges on account of the failure of the concerned workman to produce any oral and documentary evidence to prove and establish that the two C.A. Advices prepared for issuing the above Mail Transfers were not fraudulently issued and that the body writings of those advices do not bear his own hand writing. I fail to understand how could the concerned workman prove the same. It was the duty of the management to prove the charges levelled against the concerned workman and the Enquiry Officer committed an error in drawing adverse inference against the concerned workman for his failure to prove the negative. In respect of this matter he stated in his enquiry report that "Although there is no direct evidence that Sri Gopal Ghosh has forged the signature and received payment of the money, but it is well established that he made the body writings of the two MTs. and involved in perpetrating the fraud by preparing fictitious C.A. Advices and exposing the Bank to financial loss for his gain and purpose. Dishonesty and involvement in misappropriation have, therefore, been established." The Enquiry Officer has also stated that "In view of what have been explained above although the charge of misappropriation of the Bank's fund has not been proved as there is no direct evidence, but it can be reasonably deduced that Shri Gopal Ghosh engineered the plot and/or connived with others for misappropriation of the Bank's fund."

11. It is true that there is no place of guess and surmises in judicial and quasi-judicial proceedings. There must be sufficient evidence in support of any finding by the adjudicator for holding any one guilty of an offence. Admittedly, no handwriting expert was examined in this case. In the absence of any report of handwriting expert in the matter it is

neither possible to come to any conclusion that the body writings of the two Mail Transfers were done by the concerned workman, nor his involvement in preparation of fictitious C.A. advices. The subsequent charges regarding misappropriation of Bank's fund by the alleged commission of forgery have not been proved.

12. The management, therefore, having succeeded in proving the attempt manipulation of Bank's record and commission of forgery for the said purpose, the question will be whether dismissal from service of the concerned workman for the above offence can be said to be proper and justified. Punishment is to be awarded on the basis of the gravity of the offence committed by the delinquent. Such consideration very much depends on the amount of trust which the public repose on the organisation. In the instant case, the financial institution is a nationalised bank. The establishment of the nationalised bank was for enhancement of the ideals of the welfare state which forms the bed-rock of our Constitution. In the development of such welfare state these financial institutions play most vital role and if the amount of trust and faith upon such institutions are eroded by commission any act of distrust or faithlessness by any employee of such institution, consequence of such acts effect the state itself and no lenient view should be taken in awarding punishment to such employee if the offence is related to misappropriation of the bank's fund.

13. In the instant case, however, the management having failed to prove that the charges of misappropriation and commission of forgery for that purpose, no question of awarding extreme punishment of dismissal can be justified in view of the fact that what was done by the concerned workman was done for effecting transfer which he was not permitted to do under the rules of the Bank. No doubt the concerned workman had taken recourse to very unfair means for achieving the said purpose, for which, in my opinion, he does not deserve the extreme punishment of dismissal from service. The punishment inflicted upon the concerned workman, to my mind, is not commensurate with the gravity of the offence committed by him. In my opinion the punishment is extremely harsh being absolutely disproportionate to the gravity of the offence and accordingly such decision of the management requires interference from this Tribunal. The order of dismissal of the concerned workman accordingly must be set aside and that order stands modified to the extent that the management will reinstate him in service without any back wages and without any increment from the date of his dismissal upto the date of this Award.

14. Before parting with this case, workman's objections in relation to the person issuing the chargesheet and about the appointment of the Enquiry Officer by the competent authority do not merit any consideration at all as he had not led any evidence what-so-ever in support of such objections at the time when the matter was heard on the preliminary point about the validity and legality of the enquiry proceeding by this Tribunal.

15. So, upon consideration of the facts, circumstances, evidence on record and the position of law in the matter, I am to hold that the management of the United Bank of India was not justified in dismissing the concerned workman from service and such dismissal order is accordingly set aside. The workman, however, shall have to suffer his punishment on the line indicated above. The management is directed to act accordingly.

This reference is disposed of by this Award.

A.K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 30 जून, 1999

का.आ. 2059.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहाटी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-99 को प्राप्त हुआ था।

[सं. एल-12012/244/97-आई.आर. (बी-II)]

सी. गंगाधरण, डेस्क अधिकारी

New Delhi, the 30th June, 1999

S.O. 2059.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Guwahati, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central government on 29-6-99.

[No. L-12012/244/97-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL : GUWAHATI,
ASSAM

Reference No. 5(C) of 1998

Presents : Shri K. Sarina, B.A., LL.B.,
Presiding Officer,
Industrial Tribunal, Guwahati.
In the matter of an Industrial Dispute

Between :

The Management of
Central Bank of India,
M.C. Road, Guwahati.

Versus

Their workman rep. by General Secy.
NERCBEU, Silpukhuri.

Date of Award : 1-6-99

AWARD

This reference is made under section 10(1)(d) of the Industrial Dispute Act, 1947 by the Desk Officer, Govt. of India, Ministry of Labour under its memo No. 12012/244/97/IR (B-II) dated 26-6-98, to adjudicate the dispute arising between the Management of Central Bank of India and its workman, Shri Kamaleswar Basumatari being represent by the General Secretary to the NERCBEU, Silpukhuri on the following issue :—

“Whether the action of the management of Central Bank of India in not regularising the service of Shri Kamaleswar Basumatari is justified ? If not, to what relief the workman is entitled ?”

On receipt of the reference, this tribunal has registered the case and issued notice to both the parties calling upon them to submit their written statement and to exchange their documents in support of their case and accordingly both the parties have appeared and filed their written statement, adduced oral evidence and exhibited some documents in support of their respective claims.

After completion of evidence both the parties have submitted written arguments in support of their respective claims.

I have gone through written argument submitted by both parties and also evidence on record both oral and documentary and pleadings of the parties and found the followings. The materials on record reveal that the claim of the workman K. Basumatary is that he was engaged by the Central Bank of India, Regional Office, Guwahati to work as night chowkidar to guard the properties of the Bangagarh building of the Bank w.e.f. 11-6-92 to 7-11-93 at a daily wages Rs. 50/- subsequently reduced to Rs. 30 per night from March, 1993 till 7th Sept. 1993 and thereafter services of K. Basumatary was terminated by the office of the Bank without any written notice and without intimating him the reason of discontinuation of the service. The workman K. Basumatary has alleged that he was completed a continuous service for more than 450 days as night guard and hence he has been eligible for regularisation of service, because as per rule if a casual employee completes 240 days of service in a 12 months calendar year, he is entitled to regularisation. He has further contended that he has made several representation to the Bank for the regularisation of the service, but it was no effect. The matter was ultimately brought before the labour authority for conciliation and conciliation proceeding was held with Asstt. Labour Commissioner (C) as Conciliation Officer on 10-6-97 which also ended with failure. The union ultimately having no other alternative have got the matter referred to his tribunal for adjudication.

The management case, on the otherhand, in brief, is that the workman K. Basumatary was not an employee of the Bank nor the Bank engaged him as night chowkidar/night guard whatever it may be, at any point of time. It is submitted

that said Basumatary was engaged by the officer of the Bank as night chowkidar on behalf of two contractor on payment of Rs. 50/- per night which was latter reduced to Rs. 30/- per night and in that capacity workman worked till July 1993 and not till Sept. 1993 as alleged by the union. It is also contended that the wages paid on aforesaid rate to the workman was ultimately reimbursed from the contractor as he was engaged by the Bank at their request to look after/guard/watch the properties namely building materials scattered in the Bank campus. This being the position the workman K. Basumatary was never appointed/engaged by the Bank at their cost nor he was casual employee of the Bank and union's claim to have regularised him mere on plea of completion of statutory period of 240 days is not tenable in law and hence this reference deserves to be answered against the workman.

The union has exhibited as many as 19 Nos of document to justify the claim of the workman. The management has also exhibited one document as ext. 'A', a letter from the contractor raising protest against reimbursement of a entire amount paid to the workman as wages from his bill. The materials on record reveals that the workman K. Basumatary was engaged by the Regional Office as watchman to watch building materials at Bangagarh Branch during period stated above, but there is no formal appointment letter issued to the workman from the side of the management. The oral evidence of the workman and other establish that the workman belongs to schedule tribe community and he worked for more than 450 days during the period from 1992 to 1993 and he has submitted lot of documents which includes copy of representation made to the management for regularisation of his job. He has further submitted the zerox copy of the receipt issued by the Bank showing payment of money to them.

Now question to be decided whether the workman K. Basumatary is entitled to regularise in the Bank merely on the plea that he has completed the statutory period of 240 days as night guard. It is true that a casual employee is entitled to regularisation on completion of 240 days of service. But under the provision of I.D. Act the dispute raised by the workman must clearly establish that he has been appointed or engaged by the management, when a workman is appointed by the management, the salary or wages payable to them must be born by the management. But in the instant case, the workman has claimed that he was paid by the Bank and the zerox copy of the money receipt shows that he was paid by the Bank, but Bank has contended that money paid to him was reimbursed from the contractor. Said contention, of the Bank has been sustanciated by ext. 'A' which proves that the money paid to the workman was reimbursed from the contractor. The contents of the ext. A are as follows :—

B.K. Bhattacharjee,
Contractor & Order
supplier,

P.N. Road, , Kalibari,
P.O. Tezpur-784 00
Dist. Sonitpur (Assam)

Ref. BK/CBI/BW/022A

Date 14-11-96

Chief Manager (GAD),
Central Bank of India,
Zonal Office, Guwahati.

Sub—Construction of third and 4th floor of Bank's office
Building at Bhangagarh, Guwahati-781 005.

Dear Sir,

We took the contract for construction of third and forth floors of the building. Another Contractor was Incharge of the constructions of the currency cheat at the ground floor of the said building. Both of us requested the Bank to keep a watchman to guard the materials of the both the constructions works lying in the premises of the building on conditions that the remuneration of the watchman has to be borne by both the contractors on equal proportion. Now we are surprised to note the bank has deducted the entire wages of the watchman from our bill only. We request you to look into the matter and repay our money which has been deducted in excess of our agreed amount at the earliest.

Thanking You.

Yours Sincerely.

Sd/- B.K. Bhattacharyya.

To have the benefit of regularisation a workman must establish that he was working under the management, being appointed and paid by the management, but in the instant case what has been found from the materials on record is that the management bank has engaged the present workman at the request of the contractors who are doing construction work of the Bangagarh building of the Bank to guard materials at night so that same can not be taken away by any miscreant. Ext. 'A' has established that amount paid to the workman has been reimbursed from the contractors. This being the position it is clear that present workman was not an employee of the Bank. The law relating to regularisation of the casual employee has been settled by the Apex Court in different occasions. *In state of Haryana Vs. Piara Singh, 1992(5) SC page 179 (1992 SCW 2315)*, the Apex Court has considered the question of regularisation of services of casual workman and highlighted the problems which are created by orders of government directing for regularisation of ad-hoc employees. The Apex Court has held that the regularisation can not be made as a "rule of thumb" on the basis of completion of certain years of service of such an employee. *In Surendra Kumar Gyan Vs. State of Rajasthan, 1992 (5) JT SC 293*. The Apex Court, upholding the termination of employees, who were not appointed permanently/regular basis held that the question as to whether the service of the employees is liable to regularisation or not is a question which can more appropriately be decided by the employer considering amongst other availability of post and fund, nature and length of working of the employee, his

qualifications, need according to the requirement of the work for retaining him and his satisfactory work and conduct. In *Delhi Development Horticulture Employees Union Vs Delhi Administration*, 1992 (1) JT 394. The Apex Court was held as follows : "The Courts can take judicial notice of the fact that such an employment is sought and given directly for various illegal considerations including money. The employment is given first for temporary periods with technical breaks to circumvent the relevant rules and is continued for 240 days or more days with a view to give the benefit of regularisation knowing the judicial trend that those who have completed 240 days are directed to be automatically regularised. A good deal of illegal employment market has developed resulting in new source of corruption and frustration of those who are waiting at the Employment Exchange for years..... The other equally injurious effect of indiscriminate regularisation has been that many of the agencies have stopped undertaking casual or temporary workers though they are urgent and essential for fear that if those who are employed on such works are required to be continued for 240 days or more have to be absorbed as regular employees although the works are time bound and there is no need of the workmen beyond the completion of the works undertaken. The public interests are thus jeopardised on both counts."

The ratios of aforesaid decisions show that the regularisation of an employee or any workman is not a routine work on the part of the employer on the ground of completion of certain period of service by the workman. On

the otherhand, it depends upon the availability of the vacancy, fund position of the management and necessity of the service of the workman, nature and condition of the appointment of the workman etc. In the instant case it has been clearly established from the materials on record that the workman K. Basumatory was engaged by the Bank at the request of the contractor to watch the construction materials and wages paid to him on the rate already stated above by the Bank has been reimbursed from the contractor. The Bank has discontinued the service of the workman when construction work was over or where the service is not required by the contractor. This aspect of the case has established that the workman is not a casual employee of the Bank nor his further retention is required by the Bank nor he was appointed by the Bank and no formal appointment letter was issued following necessary procedure prescribed in behalf. This being so, workman's claim for regularisation on the ground that he belongs to schedule tribe community and he has completed more than 240 days service required by rule for regularisation is not tenable in law.

From what has been stated above I hold that the reference can not be answered in favour of workman and he is not entitled to any relief under law.

This reference is answered, accordingly, against the workman.

I give this award on this the 1st June, 1999 under by hand and seal.

K. SHARMA, Presiding Officer

